# DIXIE STATE UNIVERSITY ST. GEORGE, UTAH

COLLEGE OF THE ARTS

# City of St. George



Support for the cultural arts at DSU

Support for Events at The Electric Theater

Long term association with The City of St. George

What the future looks like.....



## All Under One Umbrella

Exhibits, Concerts, Art, Drama, Dance

And new fine arts degrees!



STT DIXIE STATE UNIVERSITY.

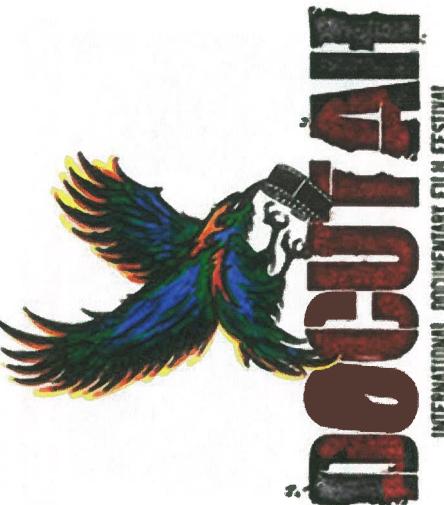
# And...New Digital Film Degree

Dixie State University Brings Hollywood Back to Southern Utah

- From a small now destroyed building on the campus of Dixie College
- Eight foot ceilings, a handful of film students a lunchroom as classroom,
- AND NOW! The DSU Film Studio & Bachelor of Fine Arts, Digital Film
- A remarkable new film school is growing
- A Bachelor of Science degree in digital film,
- Classes housed in a 14,000 square foot hanger with 35 foot ceilings
- A local veteran provides the first film scholarship
- The Walter (Pat) Kerr Scholarship Fund!

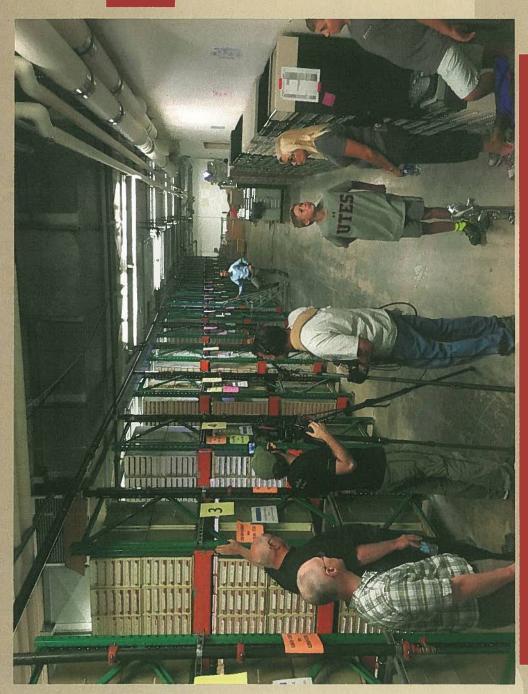


## DIXIE STATE UNIVERSITY,



INTERNATIONAL DOCUMENTARY FILM FESTIVAL

# Moonshot Through the Double Helix



Genomic Medicine offers hope

Dr. Lincoln Nadauld, DSU Film Crew and 4 million tumor samples at The BioRepository



Agenda Item Number

### **Request For Council Action**

**Date Submitted** 2016-07-29 13:54:11

> **Applicant** C. Hood

**Quick Title** SG Marathon Awards & Medallions

Subject This is for the purchase of custom Marathon medallions, runners

awards & sponsor plaques for the 2016 SG Marathon

Discussion This will be set-up as a blanket with an amount not to exceed \$

60,000

\$60,000 Cost

City Manager In the current budget and one of the things that make the Marathon Recommendation

a hit is the special unique finisher medallions. Recommend

approval.

**Action Taken** 

Kami Ellsworth/ Leis Requested by

**File Attachments** 

Approved by Legal Department?

**Approved in Budget? Amount:** 

**Additional Comments** Same vendor we have used for past awards. They are unique and

represent the City Marathon well. We budget around the same each

year for these medallions and awards.

Agenda Item Number : 2B

### **Request For Council Action**

**Date Submitted** 2016-07-29 13:48:50

Applicant C. Hood

Quick Title Bid Award off State Contract

Subject New Bobcat Skid-Steer Loader for Parks

**Discussion** This purchase is from Clark Equipment who holds the State Contract

(#MA-205)

Cost \$50338.00

City Manager Recommendation

In the current budget. Recommend approval.

**Action Taken** 

Requested by Courtney Stephens/FI

**File Attachments** 

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Budget for this item is \$ 59,300.00 so price is well under the budgeted

amount.

Agenda Item Number : 2C

### **Request For Council Action**

**Date Submitted** 2016-08-09 15:38:49

Applicant Rich Stehmeier

Quick Title Award of Bid - Apron Work, Tie-Downs, Security Fencing

**Subject** Award of bid for work on the airport apron pavement, tie-down

anchors, and security fencing at the airport

**Discussion** The award of bid is for \$276,992.50. The AIP-26 Grant pays for

approx. 90% (\$249,293.25) of the construction with PFC funds paying

for the remaining 10% (\$27,699.25).

Cost \$276,992.50

City Manager Straight Stripe Painting is the low bid and is recommended for

Recommendation award.

**Action Taken** 

Requested by Cameron Cutler

File Attachments Award SGU-26-APRN.pdf

Approved by Legal Department?

Approved in Budget?

Amount:

**Additional Comments** 

Attachments Award SGU-26-APRN.pdf

1298		NOTICE O	F AWARD
1299			
1300			
1301	TO:	Straight Stripe Painting, Inc.	DATE:
1302		260 N 3050 E	
1303		St. George, UT 84790	
1304			
1305	City o	of St. George, having considered the Contract	Proposals submitted for improvements to the St.
1306	Georg	ge Regional Airport, AIP Project No. 3-49-000	60-026-2016, and it appearing that your Contract
1307			Nine Hundred Ninety-Two and 50/100 Dollars
1308	(\$ <u>276,</u>	992.50) for Apron Pavement Preservation is fa	ir, equitable and in the best interest of the City of
1309	St. Ge	eorge and having authorized the work to be	performed, the said Contract Proposal is hereby
1310	accept	ted at the bid prices contained therein.	
1311			
1312	In acc	cordance with the terms of the Contract Doc	cuments, you are required to execute the formal
1313			formance Bond and Payment Bond within 30
1314	consec	cutive calendar days from and including the date	e of this notice.
1315			
1316			al will be returned upon execution of the Contract
1317			Bond and Payment Bond. In the event that you
1318			arnish the Performance Bond and Payment Bond,
1319	within	the time specified, the Bid Bond will be forfeit	ed to the Owner.
1320	ant : A		
1321	I his A	Award is subject to the concurrence of the Feder	ral Aviation Administration.
1322			
1323 1324			City of St. Cooper
1325			City of St. George
1326			
1327		By:	
1328		Dy.	Contract Authorized Representative
1329			•
1330			
1331			Name and Title
1332			
1333			Det
1334			Date

1335



July 7, 2016

Richard Stehmeier St. George Regional Airport 4508 S Airport Parkway St. George, UT 84790

RE: St. George Regional Airport, AIP No. 3-49-0060-026-2016
Apron Pavement Preservation, Aircraft Tiedown Anchors, Security Fencing

Rich:

As you are aware, two bids were received and opened on June 28, 2016, for the above referenced project. The bid advertisement was published in the Spectrum on June 9, 15 and 22, 2016; in addition to this public advertisement, Jviation contacted nine companies directly to inform them of the project and the upcoming bid. Four prime contractors and five subcontractors requested plans.

Jviation checked the bids for errors and omissions. Straight Stripe Painting, Inc. had a discrepancy between their Buy American certificate and the Buy American waiver form, which can be overlooked as a technicality. No other errors were found in the bids, and the error that was found did not have any effect on the outcome of the bid.

After reviewing the bid submitted by Straight Stripe Painting, Inc., their bid was found to be responsive. We recommend Straight Stripe Painting, Inc. be awarded the project in the amount of \$276,992.50.

After concurrence from Tiffany Brown, the FAA project manager, we will provide you with the Notice of Award and Contract forms to be executed by the City of St. George and Straight Stripe. If you have any questions, please contact me at (435)574-5311.

Sincerely,

JVIATION, INC.

Samuel Roth, P.E. Project Manager

Enclosure

cc: Tiffany Brown, FAA

Samuel Roth

## ST. GEORGE REGIONAL AIRPORT

ST. GEORGE, UTAH AIP No. 3-49-0060-026-2016

BID OPENING

DATE: TUESDAY, JUNE 28, 2016 TIME: 2:00 PM

Schedule I - Apron Pavment Preservation, Aircraft Tiedown Anchors, Security Fencing

BID SUMMARY ITEM	Engineer's Estimate	Straight Stripe Painting, Inc.	Maxwell Asphalt, Inc.	
Contract Proposal		х	×	
Received Addendum 1		X	×	
Bid Bond		x	×	
Contractor Information		Х	×	
Subcontractor/Material Supplier List		X	×	
Equal Employment Opportunity		X	×	
Buy America Certification		x	X	
Buy America Waiver		VN	NA	
Schedule I Bid Proposal	\$ 438,000.00	\$ 276,992.50	\$ 422,643.70	
TOTAL COST - ALL SCHEDULES	\$ 438,000.00	\$ 276,992.50	\$ 422,643.70 \$	

Red Text indicates that errors were found in the bid and the numbers revised for correctness.



### Northwest Mountain Region Colorado · Idaho · Montana · Oregon · Utah Washington · Wyoming

Denver Airports District Office 26805 E. 68th Ave., Suite 224 Denver, CO 80249

July 18, 2016

Rich Stehmeier St. George Regional Airport 4508 South Airport Parkway St. George, Utah 84790

> St. George Regional Airport St. George, Utah AIP: 3-49-0060-026-2016 Concurrence in Award

### Dear Mr. Stehmeier:

I have reviewed the bid documents, and concur with your recommendation to award to Straight Stripe Painting, Inc, in the amount of \$276,992.50. Furthermore, I accept your statement that the cost is reasonable based on the price/cost analysis performed by you or your consultant. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually by December 1 for the previous Fiscal Year. Details regarding the Federal Aviation Administration (FAA) Airport DBE Program can be found at the address below:

http://www.faa.gov/about/office org/headquarters offices/acr/bus ent program/

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide me with the following documents:

- 1. One copy of the executed contract.
- 2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

A preconstruction conference should be scheduled after the contract is awarded. Please inform us of the time and place of this meeting. The contractor's construction schedule and the overall project should be discussed. We will attempt to attend this meeting, however, in the event that we cannot attend the meeting, please include the FAA preconstruction guidance package, in the agenda for your preconstruction meeting. This information can be found in Advisory Circular 150/5300-9. Please provide us with a copy of the minutes of the meeting and a list of those in attendance.



### Northwest Mountain Region Colorado · Idaho · Montana · Oregon · Utah Washington · Wyoming

Denver Airports District Office 26805 E. 68th Ave., Suite 224 Denver, CO 80249

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

Complete a <u>Strategic Events Submission Form</u> and forward to the appropriate FAA Air Traffic Organization (ATO) Planning & Requirements office for any project that requires temporary shutdown of a facility.

If you have questions regarding your responsibilities during construction, please call me at (303) 342-1280.

Sincerely,

Tiffany Brown,

Airport Engineer, DEN-615

Denver ADO

Agenda Item Number : 2D

### **Request For Council Action**

**Date Submitted** 2016-08-09 08:42:43

Applicant Jay Sandberg

**Subject** Approve an agreement with Jviation, Inc., to provide construction

management services.

**Discussion** This agreement is for construction oversight, inspection, and related

services for the St. George Industrial Park Phase 2 Drainage Project.

Cost \$0.00

City Manager Recommendation

Recommend approval.

**Action Taken** 

Requested by Cameron Cutler

File Attachments Eng. serv contract unsigned.pdf

Approved by Legal Department?

Approved in Budget? Amount:

**Additional Comments** 

Attachments Eng. serv contract unsigned.pdf

### CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR ST. GEORGE INDUSTRIAL PARK DRAINAGE IMPROVEMENTS PHASE 2 WITH JVIATION, INC.

City of St. George, a municipal corporation, with off	ices at 175 East 200	North, St. George,	Utah 84770
(hereinafter called the "CITY"), and Jviation, Inc., v Utah 84770 (hereinafter called "CONSULTANT").	vith offices at 35 S.	400 w. Suite 200,	St. George,

### WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Construction Engineering services including construction oversight, inspection, and all other services outlined in the proposal referenced below for the St. George Industrial Park Drainage Improvements Phase 2 Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated July 21, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

### 1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC §

1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 30% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

### 2. PROJECT SERVICES DESCRIPTION.

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

### 3. TERM OF AGREEMENT.

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

### 4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

### 5. INVOICING, PAYMENT, NOTICES.

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

### 6. CHARGES AND EXTRA SERVICE.

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
- 7. TO BE FURNISHED BY CITY. Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.
- 8. <u>INSPECTIONS.</u> All work shall be subject to inspection and approval of CITY or its authorized representative.

### 9. ACCURACY AND COMPLETENESS.

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

### 10. INDEPENDENT CONTRACTOR.

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

### 11. INSURANCE.

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

- agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. COMMERCIAL GENERAL LIABILITY INSURANCE:
  - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
  - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$717,100 Dollars.
  - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,455,900 Dollars.
  - 3. Broad form property damage insurance in an amount not less than \$286,900 Dollars.
- iv. Such policy shall include each of the following coverages:
  - 1. Comprehensive form.
  - 2. Premises operations.
  - 3. Explosion and collapse hazard.
  - 4. Underground hazard.
  - 5. Product/completed operations hazard.
  - 6. Contractual insurance.
  - 7. Broad form property damage, including completed operations.
  - 8. Independent contractors for vicarious liability.
  - 9. Personal injury.
  - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

### f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
- ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- iii. If Professional Liability coverages are written on a claims-made form:
  - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  - 4. A copy of the policy must be submitted to CITY for review.

### g. BUSINESS AUTOMOBILE COVERAGE:

i. CONSULTANT shall carry and maintain business automobile insurance coverage on

each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,455,900 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

### 12. INDEMNITY AND LIMITATION.

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

### 13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

### 14. RECORDS.

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

### 15. TERMINATION.

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
- 16. CONFLICT BETWEEN DOCUMENTS. In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

### 17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
- 18. NON WAIVER. No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
- 19. NOTIFICATION. All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George CONSULTANT: Jviation, Inc.

175 East 200 North 35 S. 400 W., Suite 200 St. George, Utah 84770 St. George, UT 84770

Attention: Jay Sandberg Attention: Kirk Nielsen

OVERNING LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

- 21. <u>LEGAL FEES.</u> Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 22. MODIFICATION OF AGREEMENT. CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
- 23. RESERVED LEGISLATIVE POWERS. Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
- 24. <u>SUCCESSORS AND ASSIGNS.</u> CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
- 25. NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 26. <u>INTEGRATION.</u> This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and

conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

- 27. <u>SEVERABILITY.</u> If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 28. CONSTRUCTION. Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
- 29. <u>SURVIVAL</u>. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. HEADINGS. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. <u>AUTHORITY OF PARTIES.</u> The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE	OWNER: Jviation, Inc.
	Find Much
Jonathan T. Pike, Mayor	Kirk Nielsen
Attest:	Approved as to form:
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

### EXHIBIT A SCOPE OF WORK

### CITY OF ST. GEORGE INDUSTRIAL PARK DRAINAGE IMPROVEMENTS PROJECT - PHASE 2

### **CONSTRUCTION MANAGEMENT**

JVIATION, INC. ST. GEORGE, UTAH

### **EXECUTIVE SUMMARY**

The City of St. George, Utah has contacted Jviation, Inc to provide construction management services for the St. George Industrial Park Drainage Improvements Project - Phase 2. These services will include conducting a preconstruction conference, observation of the contractor's activities, processing documentation, and project closeout.

### **WORK BREAKDOWN**

### General

Jviation, Inc will administer the contract for the City of St. George on the St. George Industrial Park Drainage Improvements Project - Phase 2. A representative from Jviation, Inc will be present at the construction site during construction operations to ensure work complies with the plans and contract specifications. The Project Engineer will prepare monthly partial pay estimates for work that has been completed by the contractor. The Project Engineer will also prepare any necessary change orders and respond to RFIs.

### Preconstruction/Partnering Conference

Jviation, Inc will conduct a preconstruction conference and invite City representatives, the contractor, utilities, and any other stakeholders. The preconstruction conference will be held at the office of Jviation, Inc located at 35 South 400 West, Suite 200, St. George, UT 84770. The resident engineer, field engineer, and inspector from Jviation, Inc will be in attendance. Jviation will prepare an agenda, sign-in sheet, and meeting minutes for distribution.

### Construction Staking/Survey

Jviation, Inc will provide construction staking services for the contractor. Staking will be performed on an as needed basis for all planned improvements.

### **Construction Observation**

Jviation, Inc will provide a qualified inspector for the project. The Inspector will be on site during all phases of work to ensure the contractor is complying with the specifications. The resident engineer, field engineer, and hydraulic engineer will assist the inspector and contractor as needed to answer questions that may arise. The resident engineer, with the aid of the field engineer, will prepare monthly pay estimates and deliver them to the City of St. George.

### **Final Inspection**

Upon substantial completion, the resident engineer will arrange and conduct a final inspection of the project. The project engineer, field engineer, and inspector will be in attendance as well as City and contractor personnel. A punch list of items to be completed shall be provided to the contractor within two working days after the inspection.

### **Project Closeout**

Upon completion of the project the construction management staff will review the project files, produce a final estimate, organize as-constructed drawings and have all files and the estimate QC checked. Copies of the as-constructed drawings, (both hard copy and electronic file), will be delivered to the City. Work will be completed upon acceptance of the project by the City of St. George.

### **ASSUMPTIONS AND CONTRACT**

- The total construction time requiring inspection will not exceed 35 working days.
- Construction activity requiring on-site inspection will be limited to 6 hours/day.
- Quality Assurance testing will be completed under a separate contract between the City and the selected testing firm.
- Change orders prepared by Jviation will be limited to minor changes in work related to unforeseen changes in site condition. No major scope changes or additional design work will be required.
- Work under this contract will be performed on a billable rate (not to exceed) basis.

### EXHIBIT B FEE PROPOSAL

### CITY OF ST. GEORGE INDUSTRIAL PARK DRAINAGE IMPROVEMENTS PROJECT - PHASE 2

### **CONSTRUCTION MANAGEMENT**

JVIATION, INC. ST. GEORGE, UTAH

### Storm Drain Master Plan Phase II St. George City Industrial Park

## Construction Engineering Services Estimated Costs

### Based on 35 Working Days 1 Inspector - 6 hours/day

Tacke	Resident	Field	Inspector	Hydraulic	Surveyor	Administrative	TOTAL
1037.3	Engineer	Engineer	III specco	Engineer	inchainc inchainc	Assistant	10.0
Preconstruction Meeting	4	4	4	0	0	2	14
Construction Surveying	0	0	0	0	24	0	24
Construction Observation	28	42	210	0	0	0	280
Technical Assistance	0	0	0	1.2	0	0	12
Final Inspection	4	9	9	0	0	0	16
Project Closeout	12	89	øΟ	0	0	ধ	32
TOTAL HOURS:	48	09	228	12	24	9	378
BILLABLE RATE:	\$147.49	\$144.65	\$106.89	\$131.56	\$82.77	\$64.05	
TOTAL LABOR COST:	\$7,079.52	\$8,679.00	\$24,370.92	\$1,578.72	\$1,986.48	\$384.30	\$44,078.94
					Miscellaneou	Miscellaneous Direct Expenses:	\$0.00
						Total Costs:	\$44,078.94
	The second secon						

NO	DIRECT EXPENSES			
Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Miles @	\$0.50	\$0.00
Materials Testing (Not in Scope)	0	Lump	\$0.00	\$0.00
**************************************			TOTAL:	\$0.00



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Certificate noider in lieu of such	endorsement(s).		<del></del>
PRODUCER	1-303-534-4567	CONTACT NAME:	
IMA, Inc Colorado Divisi	on	PHONE FAX (A/C, No.):	
THAT ARLE ALIEN		E-MAIL ADDRESS: denaccounttechs@imacorp.com	
1705 17th Street		INSURER(S) AFFORDING COVERAGE	NAIC#
Suite 100			20427
Denver, CO 80202		INSURER A: AMBRICAN CAD CO OF ALLES	
INSURED		INSURER 8: CONTINENTAL CAS CO (CNA)	20443
Jviation, Inc. 900 S Broadway, Ste #350 Denver, CO 80209		INSURER C: VALLEY FORGE INS CO (CNA)	20508
		INSURER D: CONTINENTAL CAS CO (Victor O. Schinnerer	20443
		INSURER E :	
		INSURER F:	
	ACCRICIONES MUMBER, ACAMONS	2 DEVICION NUMBER:	

COVERAGES

CERTIFICATE NUMBER: 47440173

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER \$ 2,000,000 01/07/17 EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY C5088060978 01/07/16 DAMAGE TO RENTED \$ 300,000 CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER PRO-JECT PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY \$ OTHER: COMBINED SINGLE LIMIT 01/07/16 01/07/17 \$ 1,000,000 C5088060995 AUTOMOBILE LIABILITY A (Ea accident) **BODILY INJURY (Per person)** X ANY AUTO ALL OWNED AUTOS SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE S x (Per accident HIRED AUTOS AUTOS \$ 2,000,000 C5088060981 01/07/16 01/07/17 UMBRELLA LIAB **EACH OCCURRENCE** х Х OCCUR В \$ 2,000,000 AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED X RETENTIONS 0 X PER STATUTE WORKERS COMPENSATION 01/07/16 01/07/17 WC593265309 AND EMPLOYERS' LIABILITY \$ 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A EL DISEASE - EA EMPLOYEE \$ 1,000,000 (Mandalory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 01/22/16 01/22/17 Deductible \$150,000 ARH288320516 Professional Liability Per Claim \$5,000,000 \$5,000,000 Aggregrate Retro Date: 01/22/10 Claims Made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. George is included as Additional Insured on the General, Automobile, and Umbrella Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General Liability and Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
RE: St. George Industrial Park Drainage Improvements Phase 2. City of St. George	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
175 East 200 North	AUTHORIZED REPRESENTATIVE
St. George, UT 84770 USA	1. PM

© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER C5088060978 INSURED NAME AND ADDRESS
Jviation, Inc.
900 S BROADWAY STE 350

DENVER, CO 80209-4198

POLICY CHANGES

CNP ENDORSEMENT EFFECTIVE 1/7/16 - 1/7/17

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

SB-147052-B

(Ed. 06/11)

This form has been added to the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - NOTICE OF CANCELLATION

OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

Name of Designated Entity: CITY OF ST. GEORGE

Address/Contact Information of Designated Entity: 175 E. 200 N. ST. GEORGE, UT 84770

\*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend

Thomas of Molemans

Jarthen Kanton Secretary

G-56015-B (ED. 11/91)

POLICY NUMBER C5088060978 INSURED NAME AND ADDRESS Jviation, Inc. 900 S BROADWAY STE 350

DENVER, CO 80209-4198

POLICY CHANGES
CNP ENDORSEMENT EFFECTIVE

Insured.

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

any rights or obligations under this policy.

2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations at the same time notice is given to the first Named

Chairman of the Board

Jarthan Kanthan Sacretary



SB-146932-E (Ed. 06/11)

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

Policy #C5088060978

### BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

### 1. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container:
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products:
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or .
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- contained in exceptions (1) The Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

### 2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodlly injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

### a. Additional insured - Your Work

That person or organization for whom you do work is an additional insured solely for liability

0002008048754803D117067903354

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of insurance are inclusive of, and not in addition to, the Limits of insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

### b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

### c. Controlling interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

### d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any 'occurrence" which takes place after you cease to be a tenant in that premises;
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction of demolition operations performed by or for such additional insured.

### 1. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or



(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

### h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily Injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

#### H. Other insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

### 4. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

### k. Damage To Property

"Property damage" to:

- Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you:
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D — Liability and Medical Expenses Limits of insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, l, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### 5. Blanket Walver of Subrogation

We waive any right of recovery we may have against:

 a. Any person or organization with whom you have a written contract that requires such a waiver.

### 6. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
  - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

### 7. Bodily injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

## 8. Expanded Personal and Advertising injury Definition

- a. The following is added to Section F. Liability and Medical Expenses Definitions, Item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - Not done intentionally by or at the direction of:
    - a. The insured; or
    - Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, Section B.:

35000

1080487540C30117057803055



CNA

SB-146932-E (Ed. 06/11)

## (15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

#### (16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

 This provision (Expanded Personal and Advertising Injury) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

### 9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, Item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

Agenda Item Number

## **Request For Council Action**

**Date Submitted** 2016-08-10 08:02:31

> **Applicant** Tyler and Clare Utley

**Quick Title** Public Hearing/Ordinance - Public Street Name Change

Subject Consider changing the name of a public roadway known as "2960

South Circle" located off Gentry Lane (approximately 2960 South and

2520 East) to "Gentry Court"

Discussion There are a total of five parcels affected with this request and we have

> received 100% of the required consents. This was reviewed and approved by City staff which includes Emergency Medical Dispatch,

Fire, GIS, Streets, and Engineering with no comments.

Cost \$0.00

City Manager

Appears to make sense and all affected staff have indicated no Recommendation issues.

**Action Taken** 

Requested by **Todd Jacobsen** 

**File Attachments** Utley.pdf

Approved by Legal Department?

Approved in Budget?

Amount:

**Additional Comments** 

**Attachments** 

Utley.pdf

Cameron Cutler, P.E. Public Works Director City of St. George 175 East 200 North St. George, UT 84770

4/4/2016

Re: Street Name Change

Dear Cameron Cutler,

This is a formal request to change a street name. The street is in Little Valley in the Gentry Lane subdivision in St. George. The street name that we would like to be changed is 2960 South Circle. This subdivision is still being developed and there are only two homes completed in the cul-de-sac. The Utley residence at 2544 East and the Heaton residence at 2545 East. However, there are 3 more lots available for sale from S&S Construction. Our reasoning for the change is people are getting confused trying to find our homes with the existing address. We also feel a new name will fit better with the area. The new name that we would like to be considered would be Gentry Court. A second option would be Magnolia Court. We appreciate your time and consideration in this small matter.

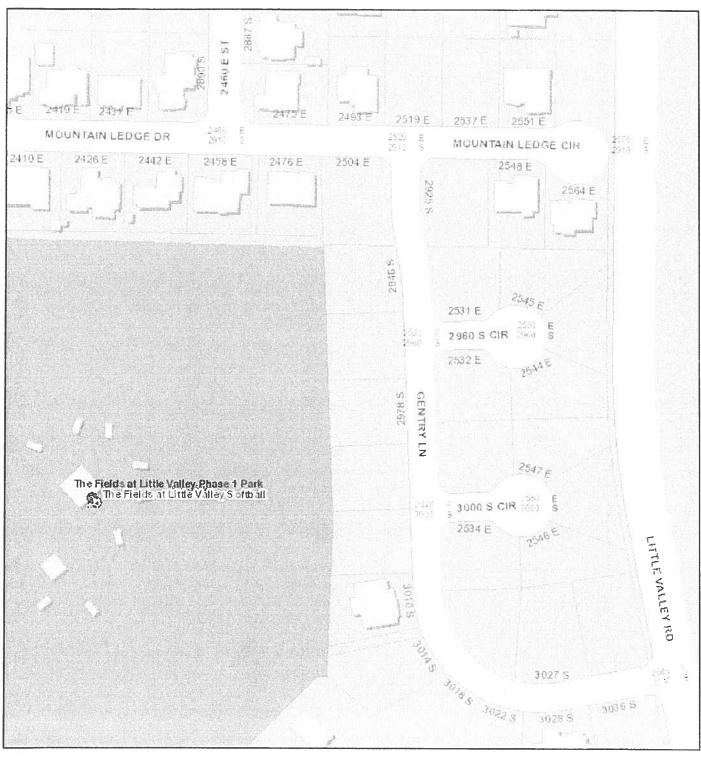
Positively,

Tyler & Clare Utley

Matthew & Kara Heaton

Law Heaton

## Name Change at 2960 South Cir.





When Recorded Return To: City of St. George City Recorder's Office 175 East 200 North St. George, Utah 84770

ORDINANCE NO.	
---------------	--

## AN ORDINANCE CHANGING A PUBLIC ROADWAY NAME LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH (Gentry Lane Subdivision Roadway Name Change)

WHEREAS, the City of St. George City Council received a petition to change the name of "2960 South Circle" in the Gentry Lane subdivision, and located off of Gentry Lane at 2960 South Circle (approximately 2960 South and 2520 East), to "Gentry Court;" and

WHEREAS, the owner(s) of the real property that abut "2960 South Circle" have all given their consent to change the name of the public roadway to "Gentry Court;" and

WHEREAS, City staff have reviewed and approved this street name change; and

WHEREAS, the City Council has determined that changing the name of this public roadway is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the City of St. George City Council, that "2960 South Circle" is changed to "Gentry Court."

APPROVED AND ADOPTED by the City Council of the City of St. George, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Agenda Item Number

## **Request For Council Action**

**Date Submitted** 2016-08-10 07:57:25

> **Applicant** Kip Kint

**Quick Title** Public Hearing/Ordinance - Public Street Name Change

**Subject** Consider changing the name of a public roadway known as "50 North

Street" located between Shadow Point Drive and Eclipse Drive

(approximately 1000 West) to "Twilight Lane"

Discussion There is only one parcel affected with this request and he is the

applicant so we have received 100% of the required consents. There are several other locations in the City that are addressed as 50 North Street as well. They are located at…1)Primrose Pointe Subdivision (1700 East)...2) River Bend Estates (2650 East). This was reviewed and approved by City staff which includes Emergency Medical Dispatch, Fire, GIS, Streets, and Engineering with no comments.

Cost \$0.00

City Manager

Recommend approval as it cleans up some conflicts for addresses Recommendation

with same North designation. Only affects one property.

**Action Taken** 

Requested by **Todd Jacobsen** 

**File Attachments** Kip Kint.pdf

**Approved by Legal** Department?

Approved in Budget?

Amount:

**Additional Comments** 

**Attachments** 

Kip Kint.pdf

## Kip Kint

1009 WEST 50 NORTH • ST. GEORGE, UT 84770 • Phone: 435-817-8122 • E-Mail: kakint@gmail.com

Date: 6/29/16

To: City of St. George Public Works

To Whom It May Concern:

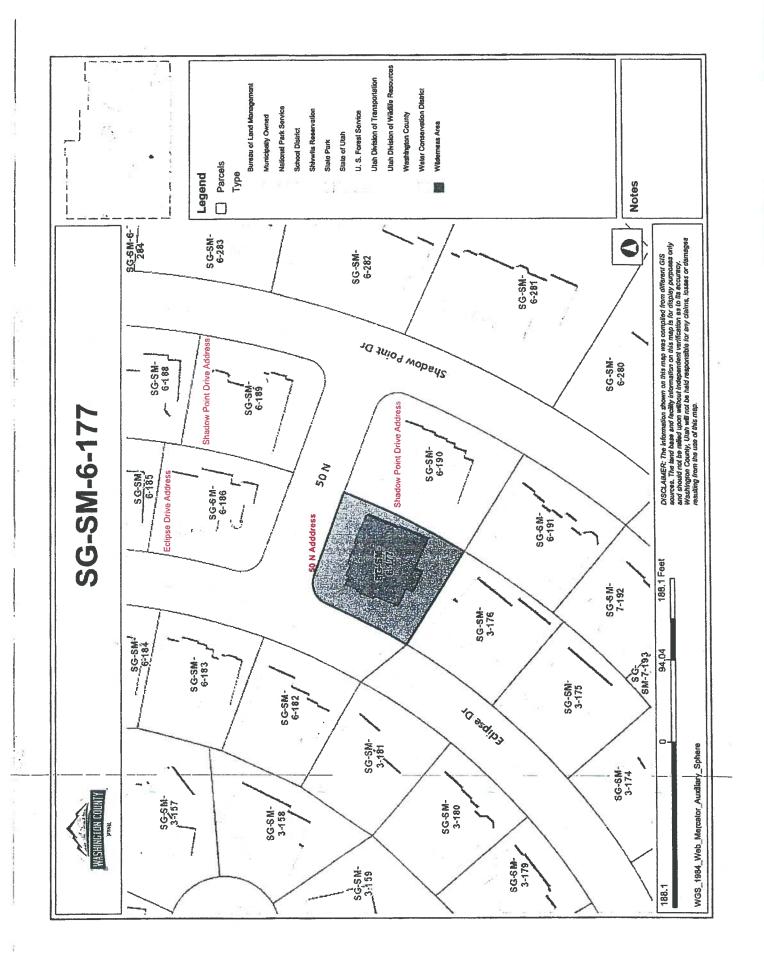
My family and I live in the Shadow Mountain subdivision of Green Valley on 50 North, a very short street (only two houses long) connects Shadow Point Drive and Eclipse Drive. Our neighborhood is filled with beautiful street names like the two mentioned above, as well as others like Stone Mountain Drive, Crescent Circle, and Reflection Way. I believe it would be a nice addition to our neighborhood to rename 50 North to something more in alignment with the other street names, especially the two streets it connects, Shadow Point Drive and Eclipse Drive. We would like to request that 50 North be renamed Twilight Lane.

Including our home, there are four homes that are adjacent to 50 North, and all four are on corner lots. Of those four, one is on Eclipse Drive, and two are on Shadow Point Drive. We are actually the only residents that live and have an address on 50 North. As you can imagine, collecting the signatures required for the application didn't take too long. As the sole residents on 50 North, we are more than happy to pay for and install the two new street signs that would be required. I hope you will find our request to be reasonable and beneficial to our neighborhood, and our name suggestion fitting and appropriate. I truly believe there is something in a name, and as good and serviceable a name as 50 North is, we would much rather live on beautiful Twilight Lane. Thank you so much for your time and your consideration.

Sincerely,

Lip a Hint

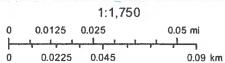
Kip A. Kint



## 1009 West 50 North Street



August 2, 2016



When Recorded Return To: City of St. George City Recorder's Office 175 East 200 North St. George, Utah 84770

Christina Fernandez, City Recorder

## AN ORDINANCE CHANGING A PUBLIC ROADWAY NAME LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH ("Twilight Lane" Roadway Name Change – Shadow Mountain Phase 6)

**WHEREAS**, the City of St. George City Council received a petition to change the name of "50 North Street" located between, Shadow Point Drive and Eclipse Drive (approximately 1000 West) to "Twilight Lane," in the Shadow Mountain Phase 6 subdivision, and

WHEREAS, the owner(s) of the real property that abut "50 North Street" have all given their consent to change the name of the public roadway to "Twilight Lane;" and

WHEREAS, City staff have reviewed and approved this street name change; and

WHEREAS, the City Council has determined that changing the name of this public roadway is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

<b>NOW, THEREFORE, BE IT ORDAINED</b> , by the City of St. George City Council, that "50 North Street" be changed to "Twilight Lane."				Council,		
APPROVED A	ND ADOPTEI , 2016.	D by the City C	Council of the	City of St. G	eorge, this _	day of
Jonathan T. Pik	e Mayor					
ATTEST:	<b>0,</b> 111 <b>11</b> 101					

Agenda Item Number

## **Request For Council Action**

**Date Submitted** 2016-08-05 08:04:46

> **Applicant Brad Petersen - Development Solutions**

**Quick Title** Ordinance - Final Plat Amendment

Subject Consider approval to amend the Final Subdivision Plats for Meadow

Valley Farms Phase 4 and Meadow Valley Farms Phase 7

Discussion The purpose of these Final Subdivision Plat Amendments are to

adjust the common property line between Lot 78 of Phase 4 and Lot 79 of Phase 7 to match the location of where the block wall/fence was built on the ground. The Public Utility and Drainage Easement in not being moved, it will remain where it is. This has been approved by

JUC. No other changes were made or intended.

Cost \$0.00

City Manager

Amendment to adjust lots to match walls that have been installed. Recommendation No changes to the utilities as existing utilities will remain in the

same location. Joint Utilities has reviewed and approved.

**Action Taken** 

Requested by Todd Jacobsen

**File Attachments** Lot 78 & 79.pdf

Approved by Legal Department?

Approved in Budget? Amount:

**Additional Comments** 

**Attachments** Lot 78 & 79.pdf

RECORD OF SURVEY Sit wifu? (broif OOS 1113 ELL OTTNE TU .egroed J? ERRE-113 [254] 111-112 (CSE) 1254 ( CD. 2110 ELL (CSE) 111-113 (CSE) (CSE) (CSE) 111-113 (CSE) HATU, 2500 EAST 3995 SOUTH, ST. GEORGE, UTAH NOISIVIDBUZ ZMRAT YSLLEY WODASM OF \$8 87 STOJ DEVELOPMENT SOLUTIONS, INC. **DESERT VALLEY DEVELOPMENT, INC.** FOUND SECTION CORNER MONUMENT FOUND CLASS I STREET MONUMENT SURPORYCEXTIFICATE

1.8 Machine Petros (proce and ser har) sua four mechanies, sue perfore accoment to the balls see (securions or the shart or wind securion procept that seems accoment the accoment of the shart or success PUBLIC UTILITY EASEMENT PROPERTY BOUNDARY PROPERTY PROP. ADJUSTED LOT 79 BOUNDARY DESCRIPTION ADJUSTED LOT 78 BOUNDARY DESCRIPTION DOCLIMENTS REFERENCES FOR THIS SLIPMEY ARE AS FOLLOWS. CONTANS SLADT SQ. PL, ID. 776 ACHES CENTRAL SARRA MILITA WORKS PRAKE? FOUND RIVET IN TOP OF BLOCK WALL AT PROP. CORNER MEMBERS BALLEY PARASS PRASE DEFENDED PS. P.U.E. SET RIMET IN TOP OF BLOCK WALL AT PROP. CORNER. 3995 SOUTH STREET \$4 PUBLIC STREET) F BLOCK WALL PENCE \$3 ROCK RETANNO WALL NORTHWEST CORNES LOT - 79 FOLND SAFET IN TOP OF BLOCK WALL AT PROP., CORNES. MERRON VALLEY SARMS PROSES FOLMED ST, GEORGE CITY STD, CLASS SHASS CAP MONUMENT (RING & LED) FOUND ST, CECNCIE CITY STD, CLASS PAASS CAP MONIMEDIT (PIENO & LID) NI.52,TS.E 186,262, (St Public Street) 2420 EAST STREET FOUND ST, GEORGE CITY STD, CLASS BRASS CAP MOMANDIT (PRIO & LEX) SACARNO VALLEY DAMES PHASE 4 MEAD NO OF PERSONS PHASE N 3970 SOUTH STREET (SE PUBLIC STREET) 45

When Recorded Return To: City of St. George City Recorder's Office 175 East 200 North St. George, Utah 84770

ORDINANCE NO.	

## AN ORDINANCE AMENDING 'MEADOW VALLEY FARMS PHASE 4' and 'MEADOW VALLEY FARMS PHASE 7' LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

WHEREAS, the City of St. George City Council approved the final plat Meadow Valley Farms Phase 4 on the 21 day of August, 2014, and Meadow Valley Farms Phase 7 on the 21 day of January, 2016, which were recorded in the Washington County Recorder's Office as document number 20140029508 and 20160023941 respectively; and

WHEREAS, the owner of the real property of Lot 78 within Meadow Valley Farms Phase 4, and Lot 79 within Meadow Valley Farms Phase 7, has petitioned the City of St. George City Council to amend Meadow Valley Farms Phase 4 and Meadow Valley Farms Phase 7, by adjusting the Lot Line between Lot 78 and Lot 79 to match location of the block wall that was built on the ground; and

WHEREAS, the City Council has determined that amending Meadow Valley Farms Phase 4 and Meadow Valley Farms Phase 7 is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of St. George City Council that Lot 48 within Meadow Valley Farms Phase 4, and Lot 79 within Meadow Valley Farms Phase 7, are hereby amended by adjusting the Lot Line between Lot 78 and Lot 79 to match location of the block wall that was built on the ground.

APPROVED AND ADOPTED by the City Council of the City of St. George, this, 2016.	day of
Jonathan T. Pike, Mayor	
ATTEST:	
Christina Fernandez, City Recorder	

Agenda Item Number : 4B

## **Request For Council Action**

**Date Submitted** 2016-08-05 08:00:40

Applicant Michael and Kristi Shaw

Quick Title Ordinance - Final Plat Amendment

Subject Consider approval to amend the Final Subdivision Plat for Coyote

Springs.

**Discussion** The purpose of this Final Subdivision Plat Amendment is to amend

Note #8 by changing the 35.00 foot setback to a 25.00 foot setback. The circular drive is still required for these lots. No other changes

were made or intended.

Cost \$0.00

City Manager Change in setback for this subdivision. Circular drives are required

**Recommendation** and will continue to be a requirement with this new plat.

**Action Taken** 

Requested by Todd Jacobsen

File Attachments COYOTE SPRINGS 2903.tif

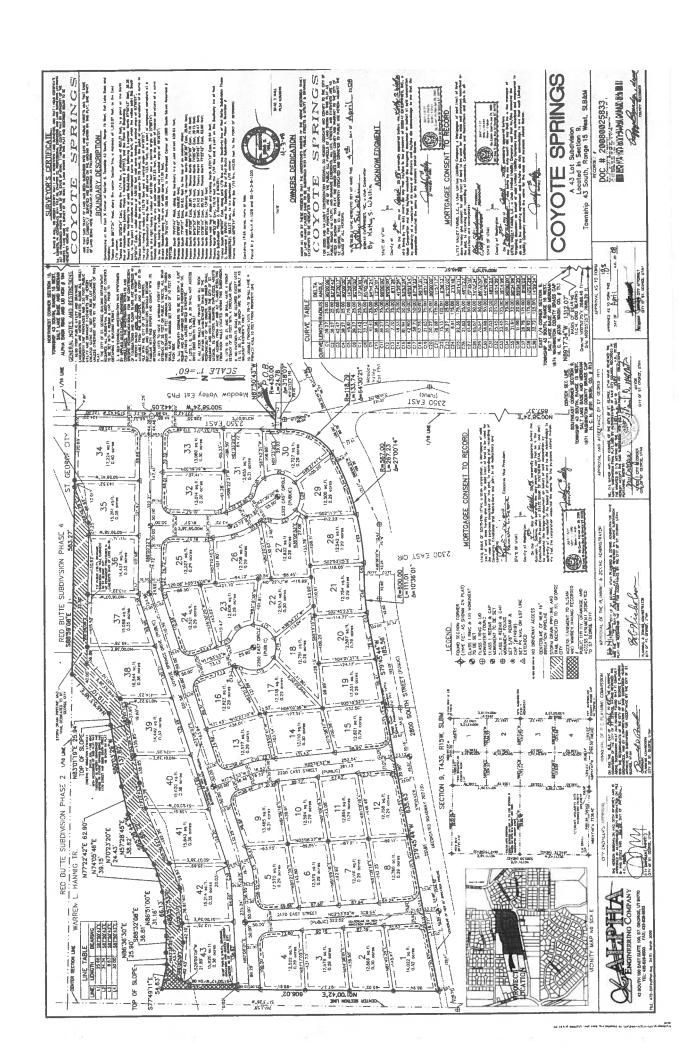
Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Note #8 currently reads... Lots 19, 20, 21, and 28 shall have a front

setback of 35 feet with a circular drive.

Attachments COYOTE SPRINGS 2903.tif



When Recorded Return To: City of St. George City Recorder's Office 175 East 200 North St. George, Utah 84770

## AN ORDINANCE AMENDING 'COYOTE SPRINGS' SUBDIVISION LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

WHEREAS, the City of St. George City Council approved the Final Subdivision Plat Coyote Springs on May 1, 2008, which were recorded in the Washington County Recorder's Office as document number 20080025833; and

WHEREAS, the owner of the real property of within Coyote Springs has petitioned the City of St. George City Council to amend Coyote Springs subdivision plat, by amending Note number eight (8), changing the front setback from a 35.00 foot front setback, to a 25.00 foot front setback, and still requiring a circular drive; and

WHEREAS, the City Council has determined that amending Coyote Springs subdivision plat is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of St. George City Council that Coyote Springs is hereby amended by amending Note number eight (8) to go from a 35.00 foot front setback to a 25.00 foot front setback, and still requiring a circular drive.

day of

APPROVED AND ADOPTED by the City Cou, 2016.	ncil of the City of St. George, this _
Jonathan T. Pike, Mayor	
ATTEST:	
Christina Fernandez, City Recorder	_

Agenda Item Number : 5A

## **Request For Council Action**

**Date Submitted** 2016-08-09 23:12:26

**Applicant** City of St. George

Subject Consider approval of a resolution amending encroachment fee

schedule

**Discussion** The encroachment fee schedule that was discussed with Council

through the FY17 budget needs to be adopted by resolution (see

attached resolution for review and approval).

Cost \$0.00

City Manager Recommendation

Housekeeping item as the fees need to be approved by resolution.

**Action Taken** 

Requested by Cameron Cutler

File Attachments Resolution Fee Sch for Encroachment - comments added.docx

Approved by Legal Department?

Approved in Budget?

Amount:

**Additional Comments** 

Attachments Resolution Fee Sch for Encroachment - comments added.docx

City of St. G	eorge, Utah
Resolution No.	

## A RESOLUTION AMENDING AND ADOPTING A FEE SCHEDULE FOR ENCROACHMENT FEES

Whereas, the City of St. George maintains the roads and sidewalks in the city limits and encroachment onto the roads and sidewalks creates maintenance issues that cost the city money; and

Whereas, the fee schedule needs to be updated as the costs of maintenance and repairs continues to rise and to be consistent with what other cities and UDOT charge for encroachment; and

Whereas, the City Council believes adopting this fee schedule is in the best interest of the citizens of the City of St. George.

Now, therefore, be it resolved by the St. George City Council:

The following fee schedule is amended and adopted:

Christina Fernandez, City Recorder

Arterial Road (up to 600 ft)	\$200.00	/lane/block/week
Add Block (per 600 ft)	\$150.00	/lane/block/week
Local (less than 5k ADT)	\$100.00	/lane/block/week
Add Block (per 600 ft)	\$50.00	/lane/block/week

This resolution shall become effective immediately.	SHAME IN SEC. P. DOS
Passed and adopted by the City Council of the City of St. George, this 2016.	day of August,
CITY OF ST. GEORGE	
Jonathan T. Pike, Mayor	
Attest:	

Agenda Item Number : **6A** 

## **Request For Council Action**

**Date Submitted** 2016-08-08 10:06:32

Applicant PC

Quick Title PC Report from Aug 9, 2016

Subject Consider the Planning Commission report from the meeting held on

August 9, 2016.

**Discussion** PC had several items on the agenda, however most of the items are

public hearings and City Council will only be setting the public hearing date. Other items consisted of four preliminary plats, two final plats, two final plat amendments, and two CUP's, which are also listed

separately on the agenda.

**Cost** \$0.00

City Manager Another long Planning Commission meeting. Lots of plats and

**Recommendation** setting of public hearings and two CUP's.

**Action Taken** 

Requested by John Willis

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

**Additional Comments** 

## CITY OF ST. GEORGE WASHINGTON COUNTY, UTAH

PLANNING COMMISSION REPORT:

**AUGUST 09, 2016** 

CITY COUNCIL MEETING:

**AUGUST 18, 2016** 

#### 1. PUBLIC HEARINGS TO BE ADVERTISED FOR SEPTEMBER 1, 2016

- A. Consider a General Plan Amendment to amend the General Plan from LDR (Low Density Residential), to COM (Commercial) on approximately 7.0 acres. The property is generally located at the intersection of 2450 South and River Road. This proposal is to change the General Plan to allow for the future submittal of a zone change to allow commercial development called "Ventana Ridge." The applicant is Mr. Dave Weller. Case No. 2016-GPA-007(Staff - Ray Snyder)
- B. Consider a zone change amendment to the Hidden Valley Master Plan to construct a 54 unit townhome project called "Desert Hills Town Homes" on approximately 4.46 acres in the PD-R (Planned Development Residential) zoning district and to amend the Hidden Valley Master Plan to add additional units. The applicant is Development Solutions Group and the representative is Mr. Ryan Thomas, Development Solutions Group. The property is generally located at the northeast corner of 840 West and Desert Hills Drive. Case No. 2016-ZC-025 (Staff – John Willis)

#### 2. **CONDITIONAL USE PERMITS (CUP)**

- A. Consider a request to operate an in-home Child Day Care called "Bloomington Buds." The property is located at 3725 Gate House Lane, Lot 7 in the Hyde Berry Park Residential Subdivision. The zoning is R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mrs. Tiffany Nelson. Case No. 2016-CUP-015. (Staff – Ray Snyder)
- B. Consider a request to operate an in-home Type I Residential Assisted Living Care Facility called "Waterfall Assisted Living" for a maximum of three (3) senior adults. The property is located at 1469 West 1270 North. The zoning is R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The representatives areMr. Greg Thomas and Ms. Norma Herrera. Case No. 2016-CUP-014.(Staff - Ray Snyder)

#### 3. PRELIMINARY PLATS (PP)

A. Consider approval of a preliminary plat for a twenty-eight (28) lot residential subdivision called "Stone Cliff Phase 14 - 15" located north of Granite Way between Agate Drive and Flint Street in the Stone Cliff development. The property is zoned PD-R (Planned Development Residential). The representative is Mr. Ried Pope, L.R. Pope Engineering. Case No. 2016-PP-017 (Staff Wes Jenkins)

- B. Consider approval of a preliminary plat for a sixteen (16) lot commercial subdivision called "Desert Hills Plaza" located at 840 E Desert Hills Drive. The property is zoned PD-C (Planned Development Commercial). The representative is Mr. Logan Blake, Development Solutions Group. Case No. 2016-PP-025 (Staff Wes Jenkins)
- C. Consider approval of a preliminary plat for a three (3) lot residential subdivision called "Rocky Point" located at approximately Colorado Drive and 1900 East. The property is zoned RE-12.5 (Residential Estates, 12,500 s.f lot sizes). The representative is Mr. James Sullivan, Bush and Gudgell. Case No. 2015-PP-038 (Staff Wes Jenkins)
- D. Consider approval of a preliminary plat for an eight (8) lot residential subdivision called "Meadow Valley Farms Phase 6" located at 2300 East 4110 South. The property is zoned RE-20 (Residential Estates 20,000 s.f. lot sizes). The representative is Mr. Logan Blake, Development Solutions Group. Case No. 2016-PP-026 (Staff Wes Jenkins)

### 4. FINAL PLAT (FP)

- A. Consider a residential final plat subdivision for "Grey Hawk Apartments." Located at the northerly intersection of 2200 East and Dinosaur Crossing Drive. The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-013(Staff Wes Jenkins).
- B. Consider a residential final plat subdivision for "Sage Meadows Phase 4" located at approximately 1800 South and 3000 East. The property is zoned R-1-10 (Single Family Residential 10,000 s.f. lot sizes) and R-1-12 (Single Family Residential 12,000 s.f. lot sizes). The representative is Mr. Scott Woolsey, Alpha Engineering. Case No. 2016-FP-050 (Staff Wes Jenkins).

## 5. FINAL PLAT AMENDMENTS (LRE)

- A. Consider amending two (2) residential final subdivision plats. The purpose is to adjust the lot line between Lot 78 "Meadow Valley Farms Phase 4" and Lot 79 "Meadow Valley Farms Phase 7." Located at 2433 East and 3995 South Street. The property is zoned RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-LRE-012 (Staff Wes Jenkins)
- B. Consider amending a residential final plat subdivision plat for "Coyote Springs." The purpose is to amend note #8 by changing the 35 ft. setback to a 25 ft. setback. A circular driveway is still required for these lots. Also Note #9 will include a change in language (see plat). Located at 2800 South Street between 2220 East Street and 2350

Planning Commission Report From August 9, 2016 Page 3 of 4

East Street. The property is zoned RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size). The representative is Ms. Kristi Shaw (owner Lot 28). Case No. 2016-LRE-013 (Staff Wes Jenkins)

## 6. SUBDIVISION OF 10 LOTS OR LESS (LRE)

Consider a subdivision of ten (10) lots or less without a plat. The property is located on the west side of Snow Canyon Parkway between Dixie Downs Road and 2200 North Street. The project is for "Hart's." The property is zoned C-1 (Neighborhood Convenience Commercial) and C-2 (Highway Commercial). The representative is Mr. Travis Sanders, Civil Science. Case No. 2016-LRE-011 (Staff Wes Jenkins)

## 7. OTHER BUSINESS

The Planning Commission meeting on August 9<sup>th</sup> was very long and required approximately four hours (4 hrs.) It began at 5:00 pm and ended at approximately 10:00 pm. Listed below is a 'brief' summary of the agenda items and actions:

- A. <u>Commercial Center</u> GPA; Thirty-five minutes (35 min.) was required to review a proposed change from LDR to COM on 7 acres on River Road by 2450 South Street. This is for a proposed commercial center to be called "Ventana Ridge." The PC recommends approval (5:0).
- B. <u>Town Homes</u> ZCA; Twenty minutes (20 min.) was required to review a proposed amendment to the HVMP (Hidden Valley Master Plan) to allow development of 54 town home units in the PD-R zone and to amend the HVMP to add the additional units. The PC recommends approval (5:0).
- C. Student Housing ZC; For two hours and 10 minutes (2 hrs. 10 min.) the Planning Commission listened to staffs presentation, the developer's, and received public comments and concerns for the consideration of a zone change amendment from C-2 (Highway Commercial) to PD-SH (Planned Development Student Housing) on approximately 1.24 acres. The project is located within the "Student Pedestrian Emphasis Area" and is called the "Student Housing PD-SH" development. The site is located at the northwest corner of the 1100 East cul-de-sac at the east end of Tabernacle. Commercial business owners in close proximity to this project expressed that they were very opposed to this proposal citing density, height, and traffic issues as a reason to deny it. After the public hearing was closed a motion was made to recommend denial, but it failed with a vote of 3:2. After more lengthy discussion, the applicant elected to table the request, to allow time to revisit the design, and to meet with the business owners. Tentaively it will return on the August 23<sup>rd</sup> PC meeting. The applicant is Corbin Church, Church Properties, LLC. Case No. 2016-ZC-028 (Staff John Willis)

Planning Commission Report From August 9, 2016 Page 4 of 4

- C. <u>Day Care</u> CUP; Twenty minutes (20 min.) was required to review a proposed inhome day care / pre-school. Several letters supporting the day care were received. The PC recommends approval (4:0 the chairman abstained).
- D. Assisted Living CUP; Thirty minutes (30 min.) was required to review a proposed assisted living care facility called "Waterfall Assisted Living." Two letters of opposition were read into the minutes. Several residents came to speak, but were not able to as it was not a public hearing. However, they were encouraged to submit additional letters or to call or e-mail City Council members by Councilman Bowcutt. The PC recommends approval (4:0) (one commissioner left early)
- E. <u>Parking Determination</u> PRKG; this item was pulled and tabled by the applicant until the August 23<sup>rd</sup> PC meeting.
- F. <u>Plats</u> PP / FP / LRE; Approximately one hour (1 hr.) was required to review 4 preliminary plats, 2 final plats, 2 final plat amendments, and 1 subdivision without a plat if less than 10 lots or less. The PC recommends approval (4:0) (one commissioner left early)

# PCR ITEM 3A Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 08/09/2016 CITY COUNCIL MEETING: 08/18/2016

PRELIMINARY PLAT

Stone Cliff Phases 14-15

Case No. 2016-PP-017

Request:

A request to approve a preliminary plat for atwenty-eight

(28)lotresidentialsubdivision

Location:

The property is located north of Granite Way between Agate Drive and Flint

Street in the Stone Cliff development.

Property:

13.00 acres

Number of Lots:

28

Density:

2.15 DUA

Zoning:

PD-R

Adjacent zones:

This plat is surrounded by the following zones:

North – PD-R South – R-1-10 East – PD-R, R-1-10 West – PD-R, A-1

General Plan:

LDR

Applicant:

Traveller/Stone Cliff

Representative:

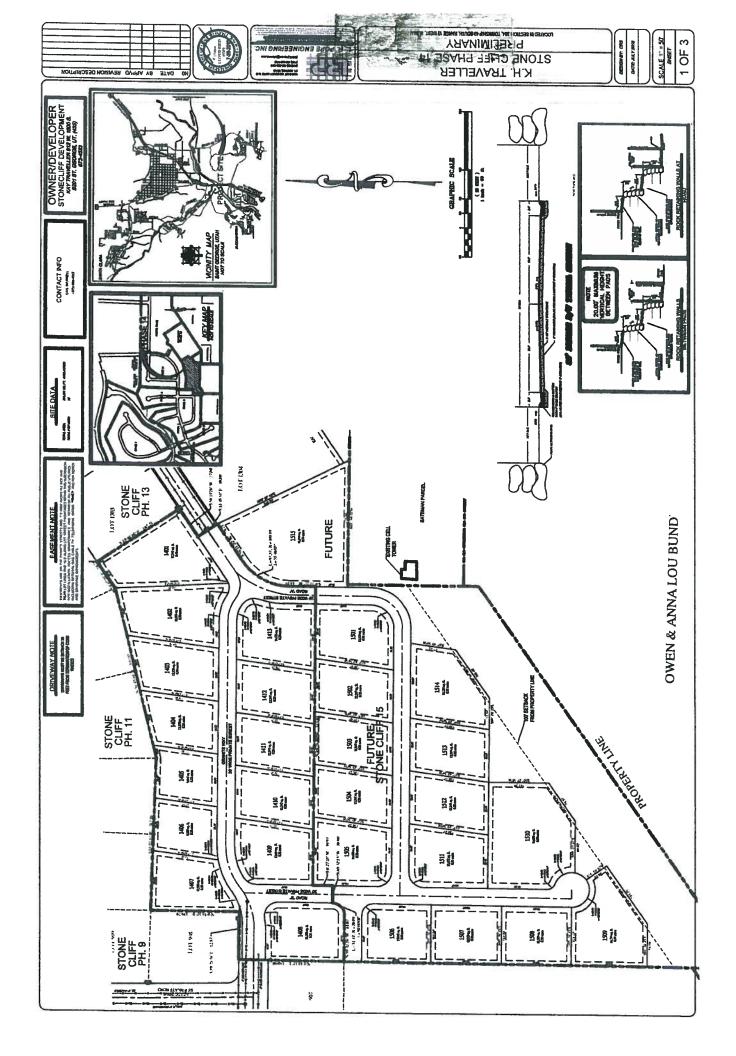
Ried Pope

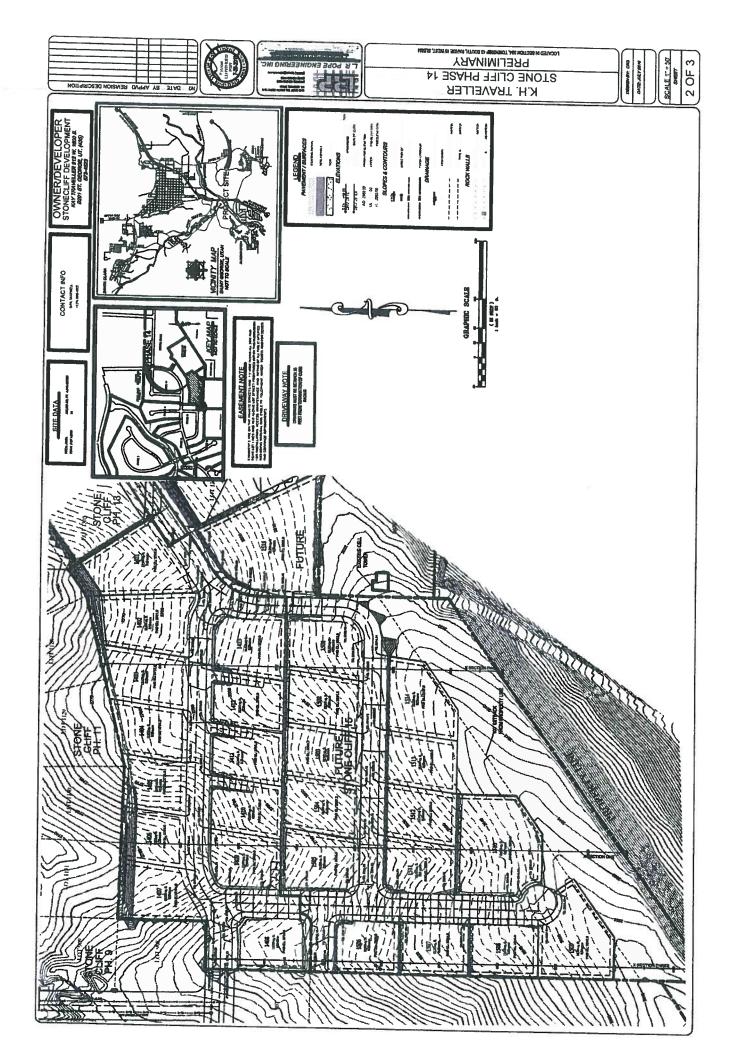
### Comments:

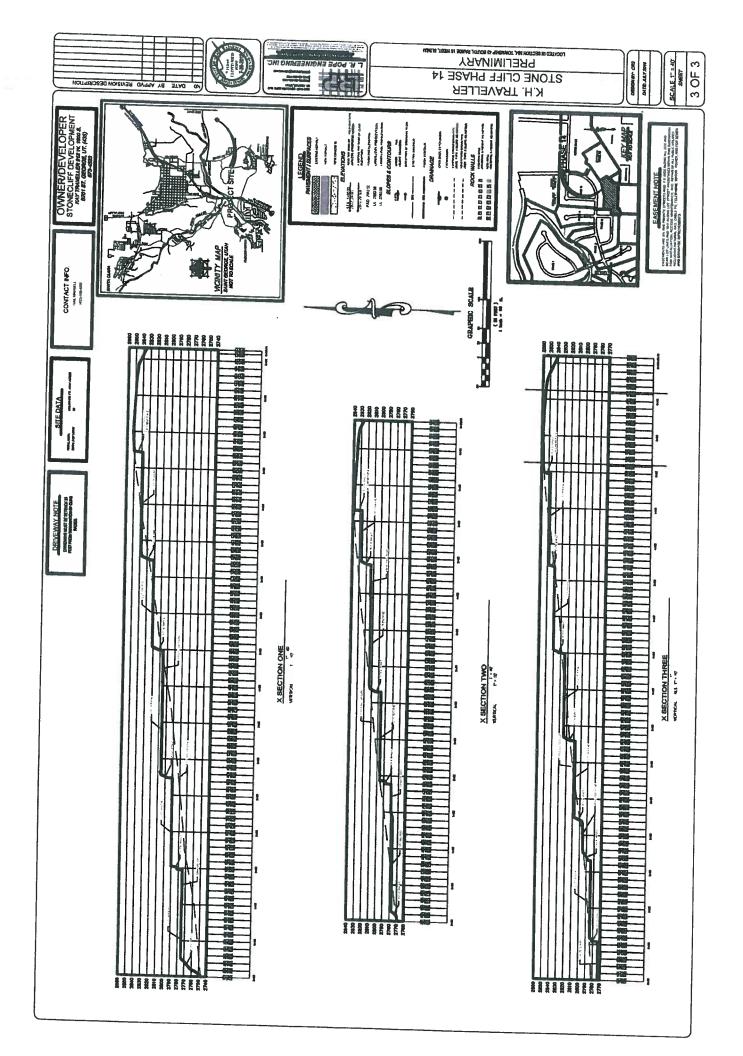
1. There is a 100-foot ridgeline setback where no structures are allowed IN A "No Disturb Area."

2. The developer is proposing to continue developing private streets.

3. Developer will be providing a stub road to the private property to the west, Thomas property.







## PCR ITEM 3B Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 08/09/2016 CITY COUNCIL MEETING: 08/18/2016

PRELIMINARY PLAT

Desert Hills Plaza

Case No. 2016-PP-025

Request:

To approve a preliminary plat for a sixteen (16) lot commercial

subdivision.

Location:

The site is located t 840 E Desert Hills Drive

**Property:** 

11.63 acres

Number of Lots:

16

Density:

N/A

Zoning:

PD-C (Planned Development Commercial) & PD-R (Planned

Development Residential)

Adjacent zones:

This plat is surrounded by the following zones:

North -PD-R, Open Space

South – PD-R East – Open Space West – PD-R

General Plan: Commercial

Applicant:

**Development Solutions Group** 

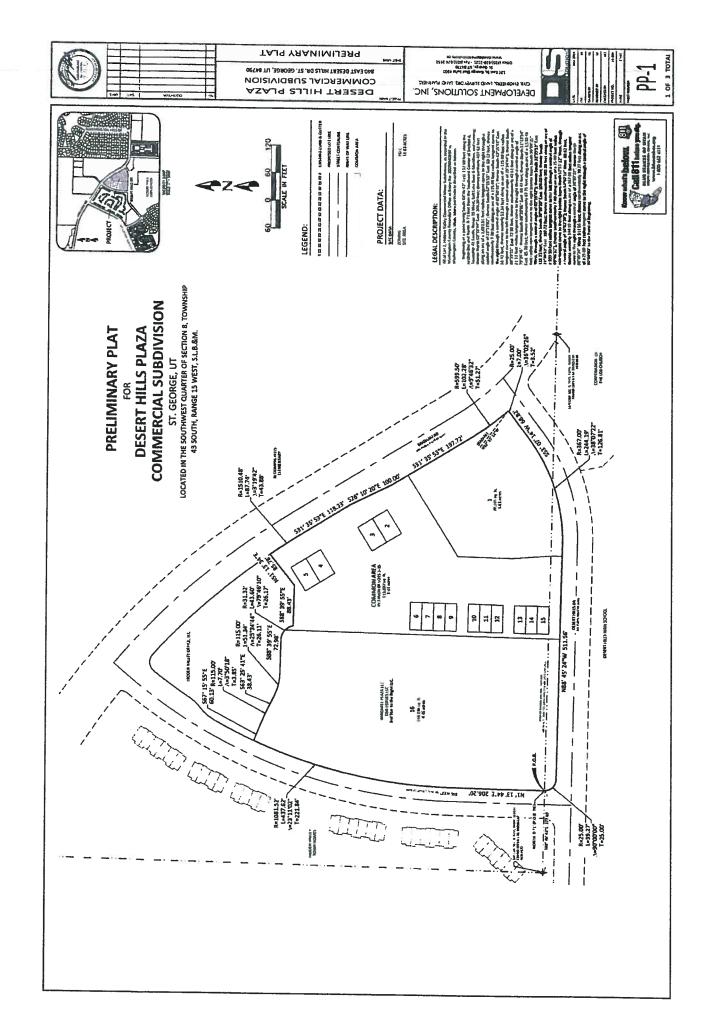
Representative:

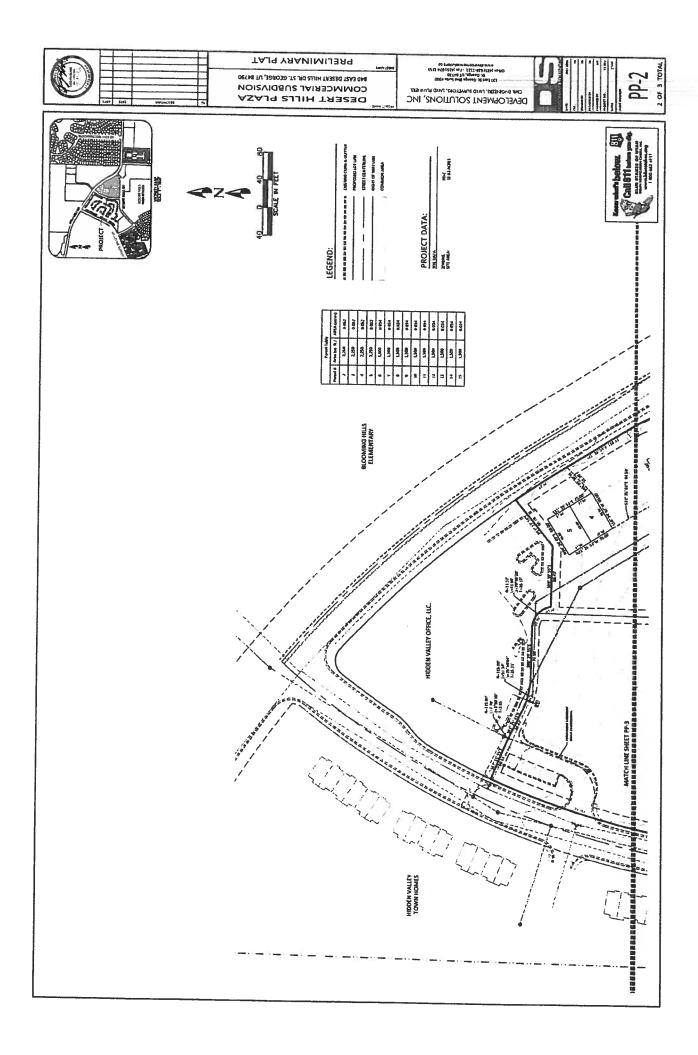
Logan Blake

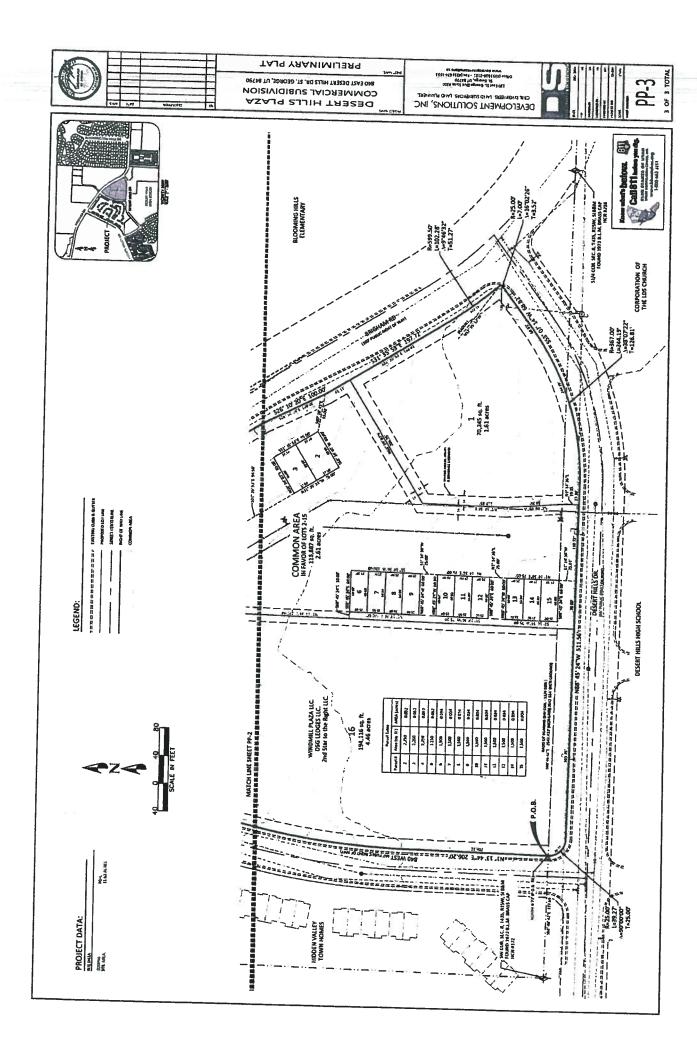
### **Comments:**

1. Lots - Lots 2-15 will be more like pads with common area

- 2. Easement A shared access easement will be provided between lot 1 and the common area from the right-in/right-out access at Brigham Road to the full access onto Desert Hills Drive.
- 3. <u>Deceleration Lane</u> A deceleration Lane at Brigham







# **PCR ITEM 3C**Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 08/09/2016 CITY COUNCIL MEETING: 08/18/2016

PRELIMINARY PLAT

**Rocky Point** 

Case No. 2015-PP-038

Request:

To approve a preliminary plat for athree (3)lotresidential subdivision

Location:

The site is located at approximately Colorado Drive & 1900 East

Property:

1.36acres

**Number of Lots:** 

3

Density:

2.21 DU/AC

Zoning:

RE-12.5

Adjacent zones:

This plat is surrounded by the following zones:

North –PD-R South – RE-12.5 East –PD-R West –PD-R

General Plan:LDR, OS

Applicant:

James Sullivan

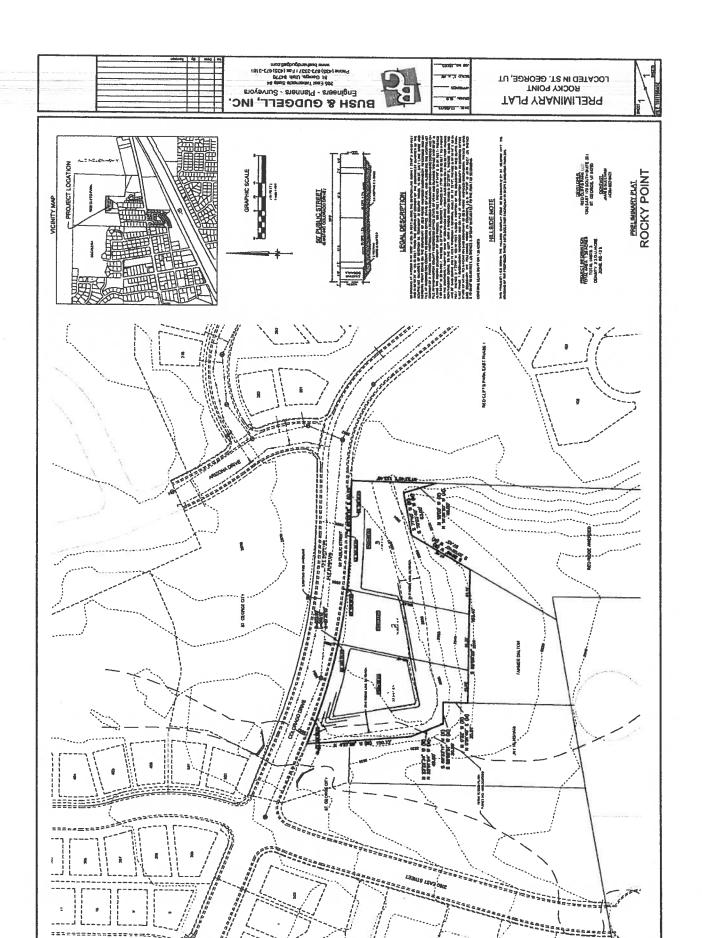
Representative:

Bush and Gudgell

#### Comments:

1. <u>Ridgeline</u> - There is a 30-foot ridgeline setback along the south side of the subdivision where no structures will be allowed and along the west side of lot 1.

2. <u>Roadway improvements</u> - along Colorado Drive have been completed. Developer will be required to stub utility laterals to each parcel.



# BUSH & GUDGELL, INC. Engineers - Planners - Surveyors Prove (25) 672371 fte (15) 672371 fte Prove (25) 672371 fte (15) 67231 fte Prove (25) 672371 fte (15) 67231 fte Prove (25) 672371 fte Prove (25)













































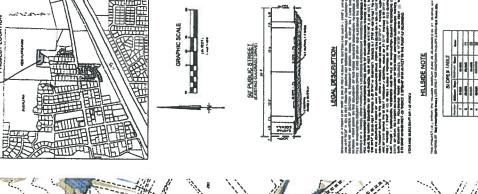


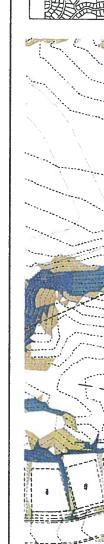


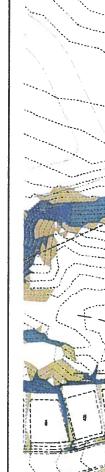




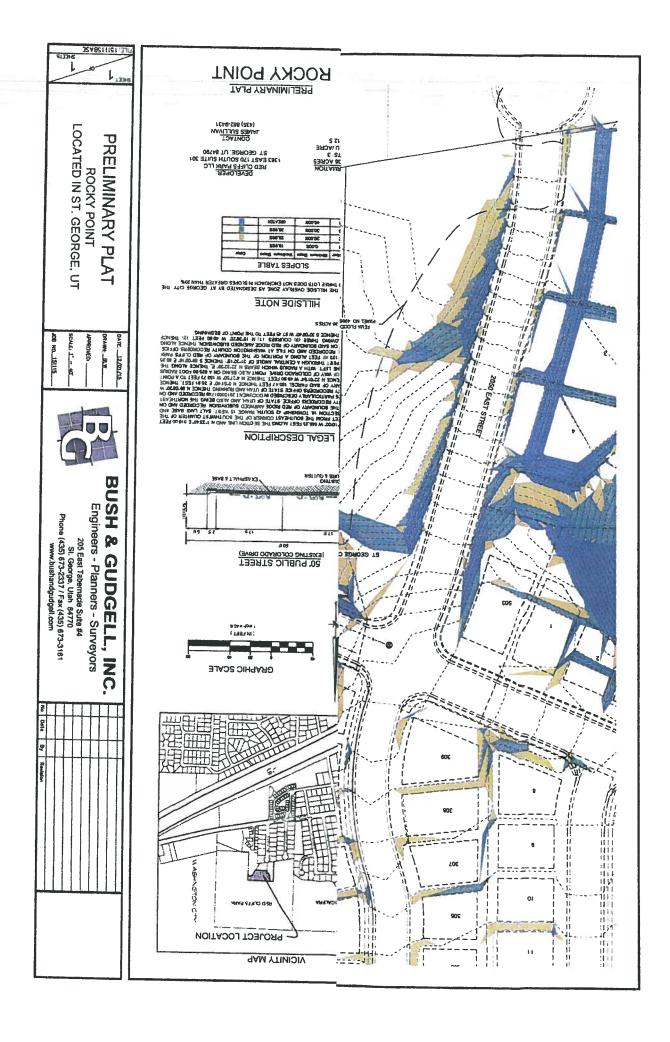














# PCR ITEM 3D Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 08/09/2016 CITY COUNCIL MEETING: 08/18/2016

PRELIMINARY PLAT

Meadow Valley Farms Ph 6

Case No. 2016-PP-026

Request:

To approve a preliminary plat for an eight (8) lot residential subdivision.

Location:

The site is located t 2300 East 4110 South

Property:

7.23 acres

Number of Lots:

8

Density:

1.1 du/ac

Zoning:

**RE-20** 

Adjacent zones:

This plat is surrounded by the following zones:

North –RE-20 South – RE-20 East –RE-20 West –RE-20

General Plan: RR (Rural Residential)

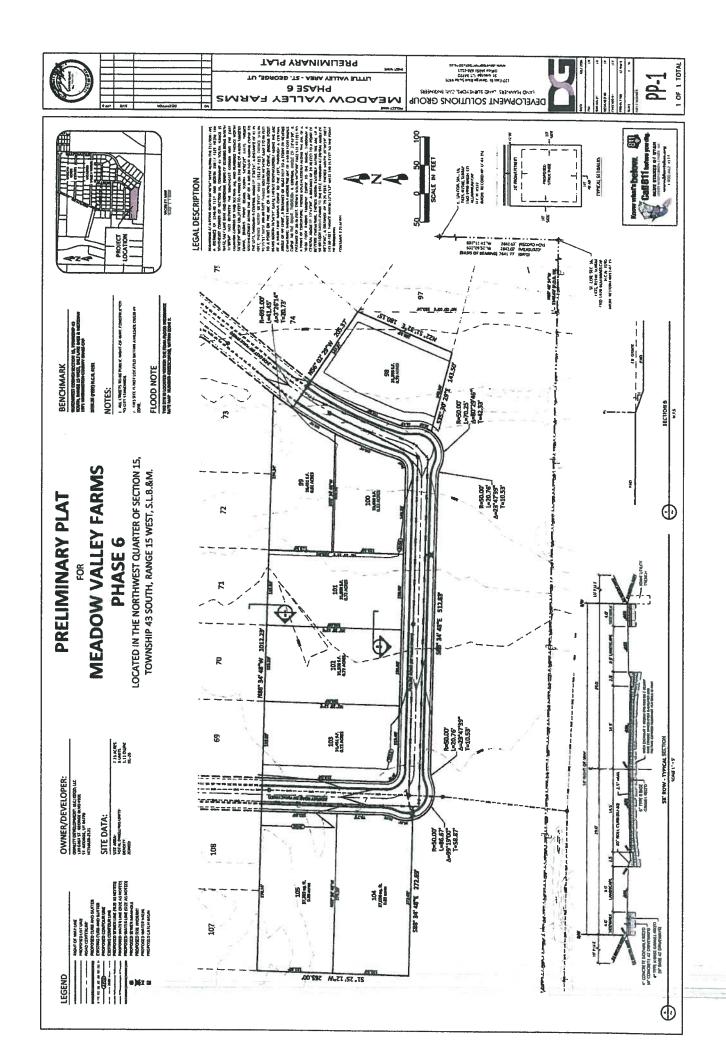
Applicant:

**Development Solutions Group** 

Representative:

Logan Blake

**Comments:** 



# **PCR ITEM 4A**Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 08/09/2016 CITY COUNCIL MEETING: 08/18/2016

#### CITY COUNCIL MEETING:

FINAL SUBDIVISION PLAT

**Greyhawk Apartments** Case No. 2016-FP-013

Request:

Consider a Residential Final Subdivision Plat

Representative:

Brandon Anderson, Rosenberg Associates

352 E. Riverside Drive #A2 St. George, UT 84790

Property:

Located at the northerly intersection of 2200 East Street and

Dinosaur Crossing Drive

Zone:

PD-R

**Staff Comments:** 

All aspects of this Final Subdivision Plat were carefully looked at

and reviewed by the Public Works Department staff, (which

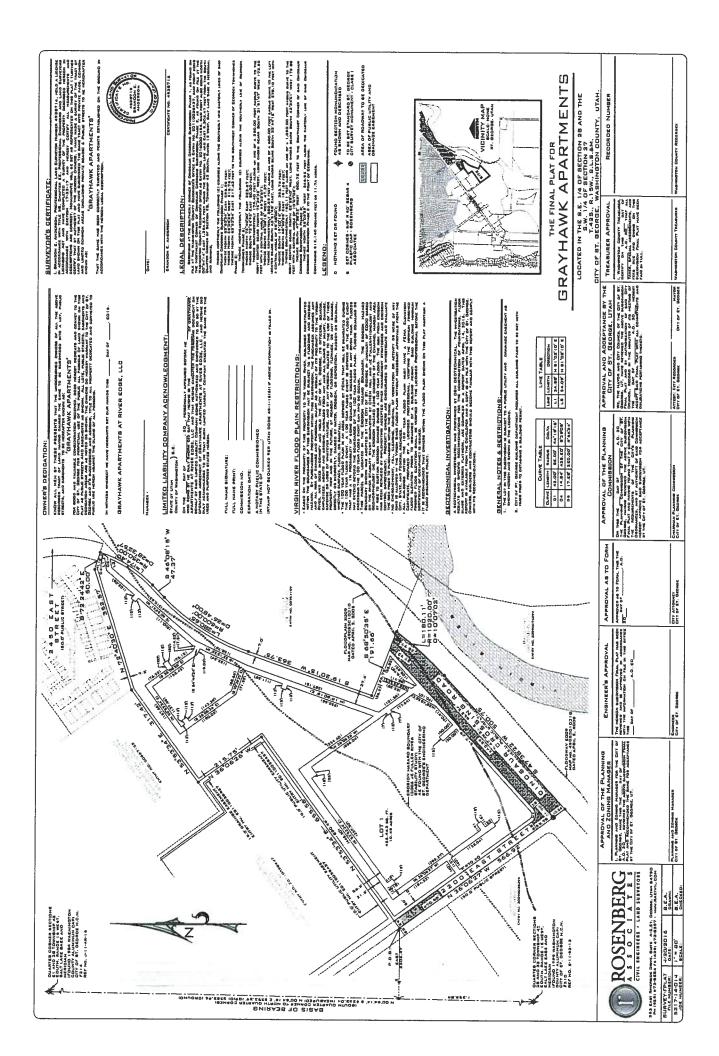
includes New Development Division staff and Planning & Zoning

staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

**Staff Recommendation:** 

Recommend APPROVAL to City Council of this Final

Subdivision Plat for Greyhawk Apartments.



# **PCR ITEM 4B**Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

08/09/2016 08/18/2016

CITY COUNCIL MEETING:

DIAL CUDDIVICION DI AT

FINAL SUBDIVISION PLAT
Sage Meadows Phase 4

Case No. 2016-FP-050

Request:

Consider a 20 Lot Residential Final Subdivision Plat

Representative:

Scott Woolsey, Alpha Engineering

43 South 100 East #100 St. George, UT 84770

Property:

Located at approximately 1800 South and 3000 East

Zone:

R-1-10 and R-1-12

**Staff Comments:** 

All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which

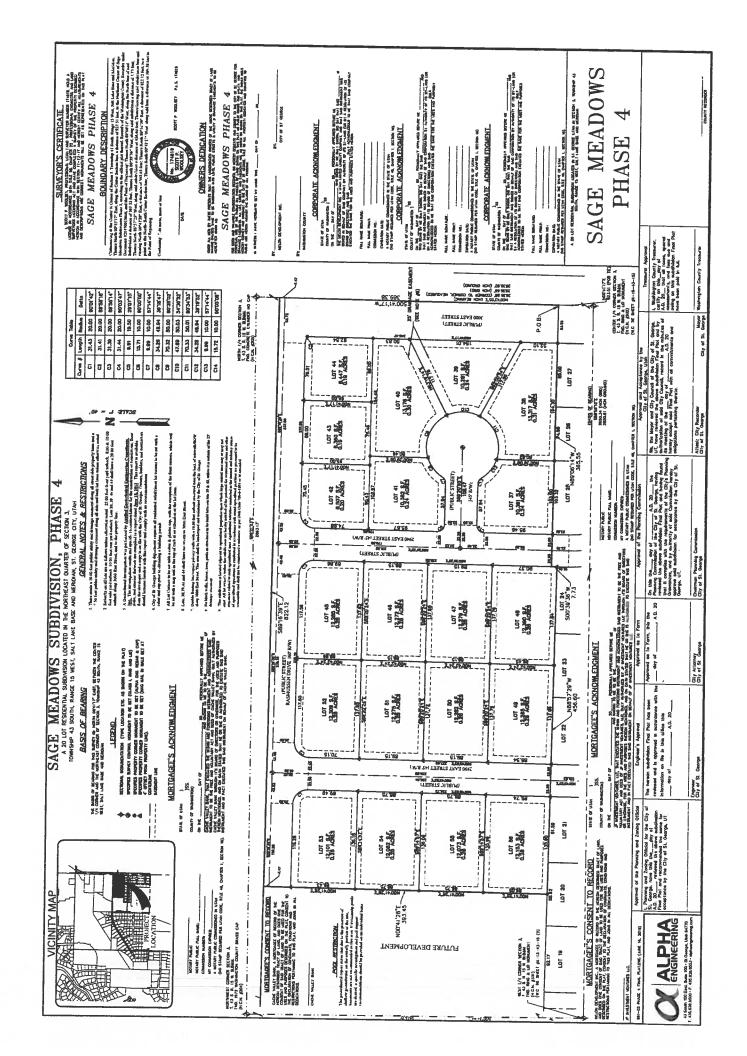
includes New Development Division staff and Planning & Zoning

staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

**Staff Recommendation:** 

Recommend APPROVAL to City Council of this Final

Subdivision Plat for Sage Meadows Phase 4.



# PCR ITEM 5A

# Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

CITY COUNCIL MEETING:

08/09/2016 08/18/2016

AMENDING A FINAL SUBDIVISION PLAT

Lot 78 of Meadow Valley Farms Phase 4 Lot 79 of Meadow Valley Farms Phase 7

Case No. 2016-LRE-012

Request:

Consider Amending two Residential Final Subdivision Plats

Representative:

Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300

St. George, UT 84770

**Property:** 

Located at 2433 East 3995 South Street

Zone:

**RE-20** 

**Staff Comments:** 

The purpose of this Final Subdivision Plat Amendment is to adjust the Lot Line between said lots to match the location of the where the block wall was built. The Public Utility and Drainage Easement in not being moved, it will remain where it is. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

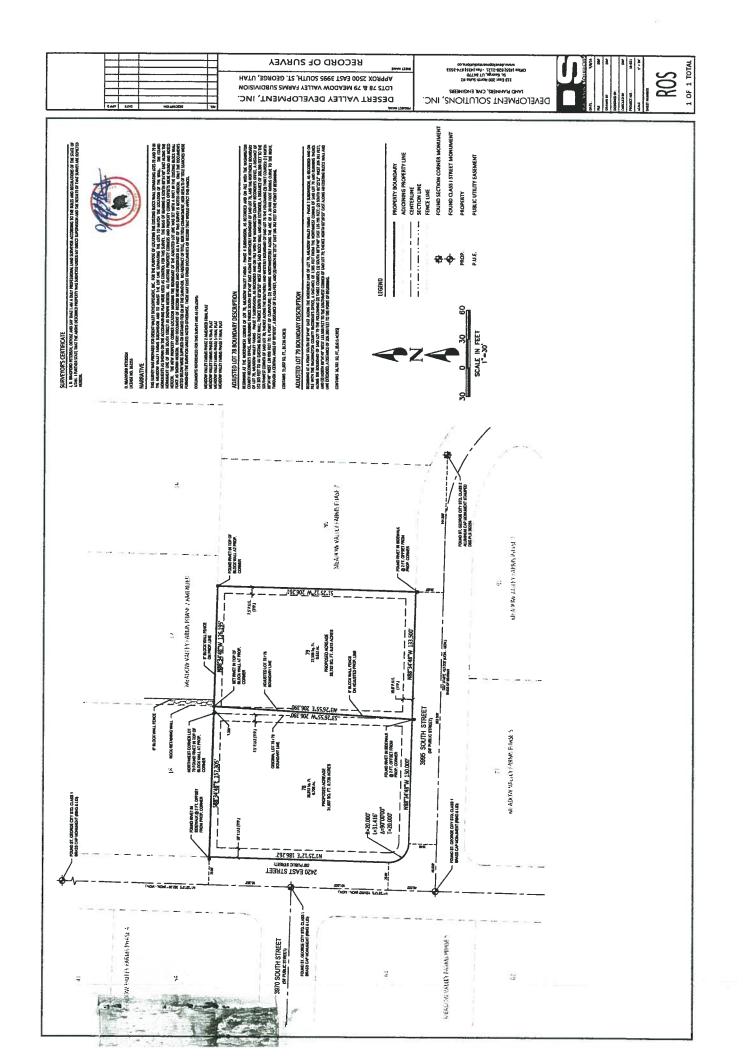
NOTE: THIS WILL BE ON THE CITY COUNCIL AGENDA TO BE CONSIDERED AS AN ORDINANCE

**Staff Recommendation:** 

Recommend APPROVAL to City Council of this Final

Subdivision Plat Amendment for Lot 78 of Meadow Valley Farms

Phase 4 and Lot 79 of Meadow Valley Farms Phase 7.



# PCR ITEM 5B

# Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

08/09/2016 08/18/2016

CITY COUNCIL MEETING:

AMENDING A FINAL SUBDIVISION PLAT

**Coyote Springs** 

Case No. 2016-LRE-013

Request:

Consider Amending a Residential Final Subdivision Plats

Representative:

Kristi Shaw, Owner of Lot 28

St. George, UT 84790

**Property:** 

Located at 2800 South Street between 2220 East Street and 2350

East Street

Zone:

RE-12.5

**Staff Comments:** 

The purpose of this Final Subdivision Plat Amendment is to amend Note #8 by changing the 35.00 foot setback to a 25.00 foot setback. The circular drive is still required for these lots. No other

changes were made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets

all of the conditions and approvals.

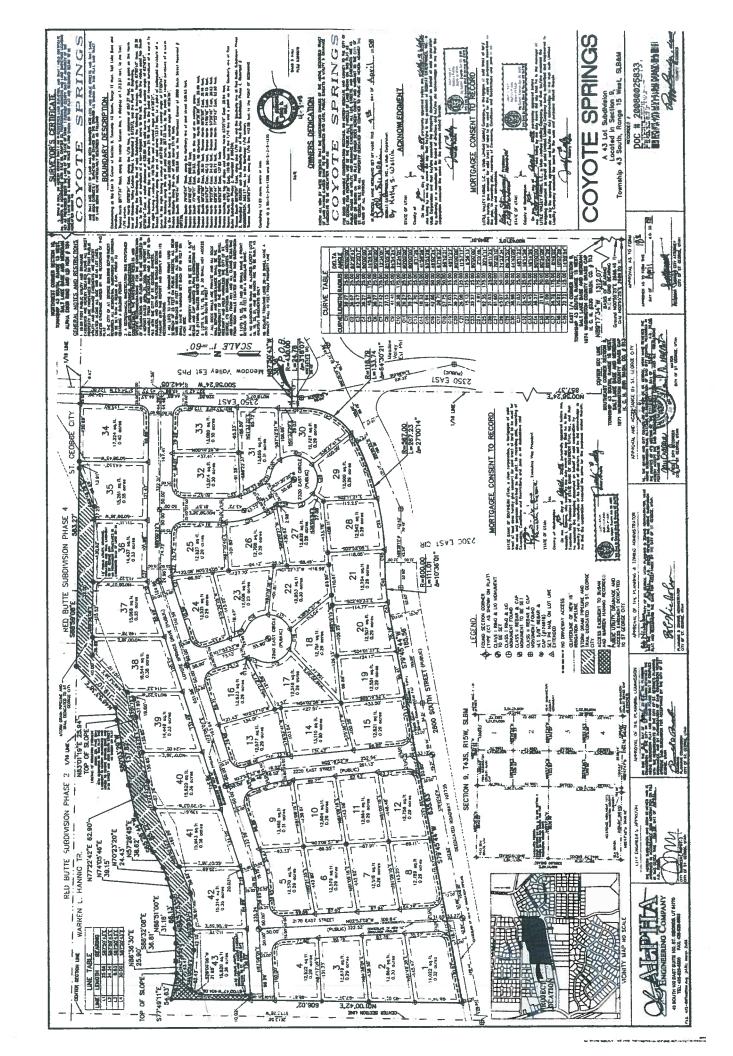
NOTE: THIS WILL BE ON THE CITY COUNCIL AGENDA TO

BE CONSIDERED AS AN ORDINANCE

Recommendation:

Recommend APPROVAL to City Council of this Final

Subdivision Plat Amendment for Coyote Springs.



# PCR ITEM 6

# Subdivision of 10 Lots or Less without a Plat

PLANNING COMMISSION AGENDA REPORT:

08/09/2016

CITY COUNCIL MEETING:

08/18/2016

## SUBDIVISION OF 10 LOTS OR LESS WITHOUT A PLAT

Hart's

Case No. 2016-LRE-011

Request:

Consider a Subdivision of 10 Lots or less without a Plat

Representative:

Travis Sanders, Civil Science 1453 S. Dixie Drive, Suite 150

St. George, UT 84770

Property:

Located on the west side of Snow Canyon Parkway between Dixie

Downs Road and 2000 North Street

Zone:

C-1 and C-2

**Staff Comments:** 

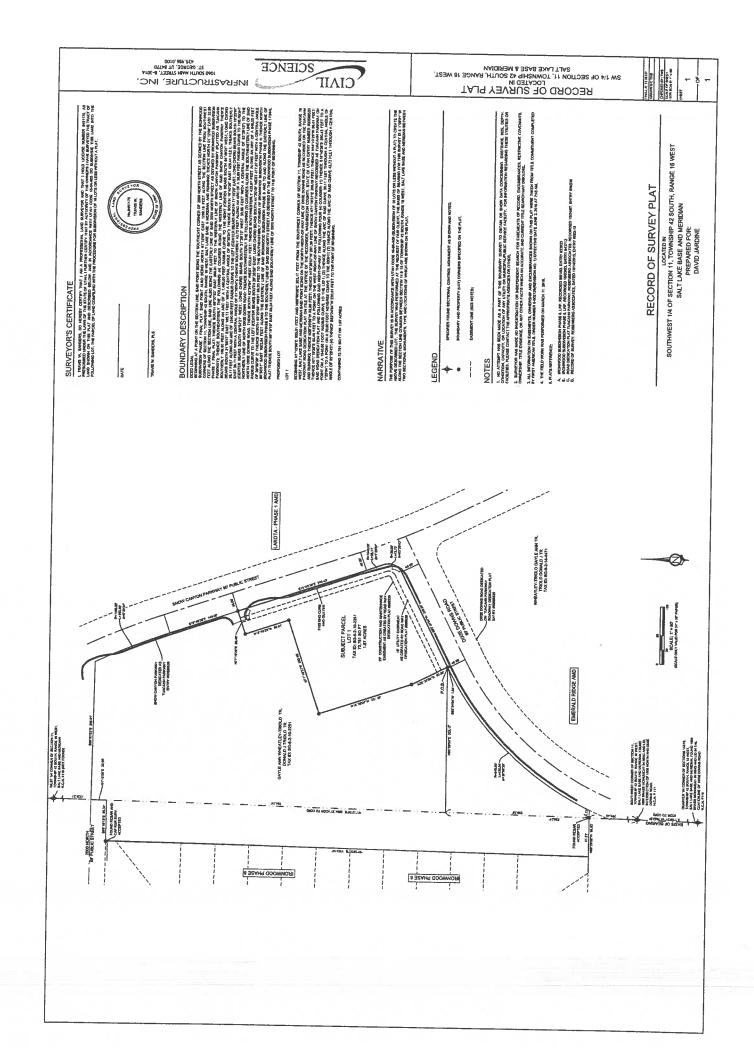
The applicant would like to create two commercial building lots out of the one lot they currently own. This subdivision of land is in accordance with the State's and City's Code sections. Public Utilities and Drainage Easements are being granted at all property lines. This current lot is fronted by a public roadway on three sides and a residential development (Ironwood) on the forth side.

All aspects of this Subdivision of 10 Lots or less without a Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff), Water Services Staff and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

Recommendation:

Recommend APPROVAL to City Council of this Subdivision of

10 Lots or Less without a Plat for Hart's.



#### **Christina Fernandez**

From:

MichelleGregory217@gmail.com

Sent:

Friday, August 05, 2016 1:39 PM

To:

Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial;

Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup

Subject:

Citizen Message from Michelle Gregory - www.sgcity.org

Message from Michelle Gregory

Phone: 2

Citizen Message:

Here is my email sent to Wes Jenkins this morning concerning the development at the intersection of Snow Canyon and Dixie Downs:

Dear Mr. Jenkins

Ray Snyder kindly gave me your name as the individual responsible for presenting information on the development of property at the intersection of Snow Canyon and Dixie next Tuesday.

We live in the Castle Rock subdivision, across the street from this vacant property. Numerous neighbors have long been concerned about how this land will be developed. At the present time, it is almost impossible to turn left from Castle Rock Road onto Snow Canyon Parkway due to the heavy traffic in all directions.

The noise from Snow Canyon is getting worse and worse as the surrounding community continues to grow. Our once quiet little subdivision is now exposed to heavy traffic, motor cycles revving up and contractors speeding to their jobs.

Any commercial project that invites more heavy stop and go traffic is going to be a nightmare. We understand this land is zoned for commercial, but we were hoping for low profile business offices or perhaps a church or even more residential.

It is our understanding that a gas station and convenience store is being proposed. Of course, this is going to significantly increase the traffic and noise pollution. I can't imagine that any of our neighbors building and living here, north of Snow Canyon with beautiful views of the red mountains, would have imagined a gas station on this corner. It does NOT fit in with the environment in this area.

Since your meeting on Tuesday evening is not an open meeting designed to hear views from the public, what is the best way for our neighbors to make our voices heard in this matter?

I would appreciate receiving any information that is available.

Sincerely

Michelle Gregory

# DRAFT

Agenda Item Number : 6B

# **Request For Council Action**

**Date Submitted** 2016-08-08 10:20:03

Applicant Mr. Greg Thomas and Ms. Norma Herrera

Quick Title CUP for residential assisted living care

Subject Consider a request to operate an in-home Type I Residential Assisted

Living Care Facility called 倜Waterfall Assisted Livingå€ for a maximum of three (3) senior adults. The property is located at 1469 West 1270 North. The zoning is R-1-8 (Single Family Residential

8,000 sq. ft. minimum lot size).

**Discussion** The applicant proposes to operate a Type I Assisted Living Care in a

single family residence. The applicant is proposing to have a maximum of three (3) elderly persons. State rule R432-6 requires that there is a minimum of two persons to have a Type I Assisted Living

Facility. Planning Commission recommends approval.

**Cost** \$0.00

City Manager Recommendation

Planning Commission recommended approval. We expect the neighbors to be out in force to discuss this and express their concerns. As this is a CUP and not a public hearing they did not get

that chance at Planning Commission.

**Action Taken** 

Requested by John Willis

**File Attachments** 

Approved by Legal Department?

Approved in Budget?

**Amount:** 

**Additional Comments** 

# PCR ITEM 2B

# Residential Type I - Assisted Living Facility

PLANNING COMMISSION AGENDA REPORT:

08/09/2016

CITY COUNCIL MEETING:

08/18/2016

CONDITIONAL USE PERMIT: Case # 2016-CUP-014

Request:

To establish and operate a Type I Residential Assisted Living Care Facility.

Property:

Located at 1469 W 1270 N.

Zoning:

The zoning is R-1-8 (8,000 square foot minimum lot size).

General Plan: LDR (Low Density Residential).

Applicants:

Greg Thomas an Norma Herrera

Licenses:

A state license and a city business license are required.

Project:

The applicant proposes to operate a Type I Assisted Living Care in a single family residence. The applicant is proposing to have a maximum of three (3) elderly persons. State rule R432-6 requires that there is a minimum of two persons to have a Type I Assisted Living Facility.

Hours:

The hours would be 24 hours a day.

Operation:

Seven (7) days a week.

Narrative:

The applicants have provided a brief Narrative/Business Plan (see attached).

CNA:

Both Greg Thomas and Norma Herrera are CNA (Certified Nursing Assistants). They will solely manage the facility and there will be no other employees on site unless they are gone for short periods of time (e.g. vacation, etc.)

Residency:

It does not appear that the code requires the owners to live on site, but that is their stated intention. Assistance and supervision is required on site at all times.

Parking:

The applicants have adequate parking (see attached aerial) for two employees (themselves). The senior residents will not have vehicles. Occasional family members may visit, but on-site and on street parking would be used.

Adjacent:

Single-family residences surround this residence.

Meals:

Meals are prepared on site.

CC 2016-CUP-014
Residential Type I Assisted Living
Page 2 of 18

#### Ordinance:

Title 10, Chapter 7 Article B "Single Family Residential Zones," Section 10-7B-2 "Conditional Uses" reads: "...Residential facility for the elderly, provided it meets the following criteria:

- A. Conforms to all applicable health, safety, zoning and building codes;
- B. Is capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character;
- C. Is occupied on a twenty four (24) hour per day basis by eight (8) or fewer elderly persons in a family type arrangement;
- D. Is not occupied by any person who is being treated for alcoholism or drug abuse;
- E. Placement is on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation or treatment in a correctional institution;
- F. Is not located within three-fourths (3/4) mile of another existing residential facility for elderly persons or residential facility for persons with a disability;
- G. Is owned by one of the residents or by an immediate family member of one of the residents, or is a facility for which the title has been placed in trust for a resident; and
- H. Is not operated as a "business" as defined in section 3-1-3 of this code; provided, that any fee charged for food or for actual and necessary costs of operation and maintenance of the facility shall not by themselves cause it to be considered a business." \*\*Note: Section H is in conflict with the current State Licensure requirements R432-6 regarding Assisted Living Facilities. Laura Woolsey in Business Licensing has said that the applicant will be required to obtain a City Business License.

#### **Comments:**

Staff received two letters of opposition (attached to this report). Several residents attended the PC meeting and wanted to speak, but did not have the opportunity as it was not a public hearing. However, the neighbors were told they could submit additional letters if they wished to the City Council to consider their concerns. The residents also submitted a copy of the CC&R's, but staff informed them the City does not enforce them, that is a civil matter, and CC&R's would not be discussed.

The Planning Commission recommends approval and suggests the following condition and findings:

- 1. A fire inspection would be required prior to operation. The applicant shall comply with all Fire Department conditions; such as the posting of fire escape routes, smoke alarms, etc. *Note: Lighted exit signs are required by the State*.
- 2. The applicant has sufficient paved parking. The applicant has the option to pave the gravel area with a hard surface (e.g. pavers, chip seal, asphalt, concrete, etc.) to the side of the existing driveway, but it is not required.
- 3. Staff recommends to the Planning Commission to set the maximum number of elderly persons at three (3) persons for this residential assisted living facility.
- 4. Staff recommends approval.

#### Findings:

The following standards must be met to mitigate the reasonably anticipated detrimental effects if

imposed as a condition of approval:

Yes	N/A	Category	Description
No additional noise outside of normal residential uses		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	X	B. Dust	<ol> <li>Comply with all air quality standards, state, federal and local.</li> <li>Use shall not create unusual or obnoxious dust beyond</li> </ol>
No odors outside of normal residential uses		C. Odors	the property line.  1. Comply with all air quality standards, state, federal and local.
			2. Use shall not create unusual or obnoxious odors beyond the property line.
	X	D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Meet fire codes		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems.
			2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

## CC 2016-CUP-014 Residential Type I Assisted Living Page 4 of 18

	X	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one
			grade from the existing level of service grade or fall below a level of service "D".
	į		2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
	X	G. Height	1. Buildings shall fit into the overall context of the surrounding area.
			2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
24 hours		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
No other similar facilities within 3/4 of mile	X	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas
No exterior alterations		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Meet state requirements		K. Public Health	<ol> <li>Use shall comply with all sanitation and solid waste disposal codes.</li> <li>Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</li> </ol>

# **REFERENCE** (selected portions)

# Rule R432-6. Assisted Living Facility General Construction.

As in effect on July 1, 2016 (From Utah Department of Administrative Services)

#### **Table of Contents**

- R432-6-1. Legal Authority.
- R432-6-2. Purpose.
- R432-6-3. Definitions.
- R432-6-4. General Requirements.
- R432-6-5. Codes and Code Compliance.
- R432-6-6. Application of Codes for New and Existing Buildings.
- R432-6-7. Plans Review and Approval and Construction Inspection.
- R432-6-8. Functional Program.
- R432-6-9. Drawings.
- R432-6-10. Construction Inspections.
- R432-6-11. Construction Without Plans Approval.
- R432-6-12. Buildings Without Plans.
- R432-6-13. Construction Phasing.
- R432-6-14. Site Location.
- R432-6-15. Site Design.
- R432-6-16. Parking.
- R432-6-17. Elevators.
  - R432-6-18. Special Design Features.
- R432-6-19. General Standards for Details.
- R432-6-20. General Standards for Finishes.
- R432-6-21, Building Systems.
- R432-6-22. Mechanical, Heating, Cooling and Ventilation Systems.
- R432-6-23. Plumbing.
- <u>R432-6-24</u>. Electrical.
  - R432-6-25. Food Service.
- R432-6-26. Penalties.
- R432-6-100. Type | Facilities.
- R432-6-101. Occupancy Type.
- R432-6-102. Common Areas.
  - R432-6-103. Resident Units.
- R432-6-104. Toilet and Bathing Facilities.
- R432-6-105. Service Areas.
- R432-6-106. Linen Services.
- R432-6-107. Signal System.
- R432-6-200. Type II Facilities.
- R432-6-201. Occupancy Type.
- R432-6-202. Campus-Type Facilities.
- R432-6-203. Resident Units.
- R432-6-204. Toilet and Bathing Facilities.
- R432-6-205, Common Areas.
- R432-6-206. Resident Support Areas.
- R432-6-207. Administrative and General Service Areas.
- R432-6-208. Special Design Features.
- R432-6-209. General Standards for Details.



CC 2016-CUP-014
Residential Type I Assisted Living
Page 6 of 18

# R432-6-3. Definitions. ((from General Construction Code))

- (1) Assisted Living Facility Type I is a residential facility that provides assistance with activities of daily living and social care to two or more ambulatory residents who require protected living arrangements.
- (2) Assisted Living Facility Type II is a residential facility that provides coordinated supportive personal and health care services to two or more semi-independent residents.
  - (a) "Semi-independent means a person who is:
  - (i) physically disabled but able to direct his or her own care; or
- (ii) cognitively impaired or physically disabled but able to evacuate from the facility, or to a zone or area of safety, with the physical assistance of one person.
  - (b) "Resident Living Unit" means:
  - (i) a one bedroom unit which may also include a bathroom and additional living space; or
  - (ii) a two bedroom unit which may also include a bathroom and additional living space.
- (c) "Additional Living Space" means a living room, dining area and kitchen, or a combination of these rooms or areas in a resident living unit.
- (3) "Room" or "office" means a specific, separate, fully enclosed space for the service. If "room" or "office" is not used, multiple services may be accommodated in one enclosed space.
- (4) Assisted Living Facilities Type I and Type II may be classified as either large, small or limited capacity.
  - (a) A large assisted living facility houses 17 or more residents.
  - (b) A small assisted living facility houses six to 16 residents.
  - (c) A limited capacity assisted living facility houses up to five residents.

# R710-3-2. Definitions. ((from Fire Code))

- 2.1 "Ambulatory" means a person who is capable of achieving mobility sufficient to exit without the physical assistance of another person. An equivalency to "Ambulatory" may be approved under the conditions stated in Sections 3.2.9, 3.3.8 or 3.4.9.
  - 2.2 "Assisted Living Facility" means:
- 2.2.1 a **Type 1** Assisted Living Facility, which is a residential facility subject to licensure by the Utah Department of Health, that provides a protected living arrangement for ambulatory, non-restrained persons who are capable of achieving mobility sufficient to exit the facility without the physical assistance of another person.

CC 2016-CUP-014 Residential Type I Assisted Living Page 7 of 18

# **BUSINESS PLAN**

Waterfall Assisted Living 1469 w 1270 n, Saint George Utah 84770

July 1, 2016

## **Executive Summary**

#### The Ownership

The company will be structured as a partnership.

#### The Management

Greg and Norma are the owners and caregivers.

#### The Goals and Objectives

We are going to provide a clean, safe and helpful environment for elderly residents in our home.

#### The Product

we will be providing all needed daily needs to the residents. This will include cooking, cleaning, washing clothing, bathing and other personal care.

#### The Target Market

The elderly.

## Pricing Strategy

We will be competitive with the local market.

## The Competitors

all Assisted living facilities.

CC 2016-CUP-014 Residential Type I Assisted Living Page 9 of 18

### The Company

**Business Sector** 

The owners would like to start a business in the following industry:

home healthcare.

Company Goals and Objectives

We are going to provide a clean, safe and helpful environment for elderly residents in our home.

Company Ownership Structure

The company will be structured as a partnership.

Ownership Background

Greg Thomas (partner):

State certified CNA.

Norma Herrera (partner):

State certified CNA.

Company Management Structure

Greg and Norma are the owners and caregivers.

Organizational Timeline

we would like to have everything ready to go before the end of the year.

CC 2016-CUP-014 Residential Type I Assisted Living Page 10 of 18

The Product

we will be providing all needed daily needs to the residents. This will include cooking, cleaning, washing clothing, bathing and other personal care.

#### Marketing Plan

The Target Market

The elderly.

**Pricing** 

We will be competitive with the local market.

Advertising

We will be using newspaper, internet and word of mouth.

#### Competitor Analysis

The Competitors

all Assisted living facilities.

#### **Operations**

Staffing

the staff will be Greg and Norma 24/7.

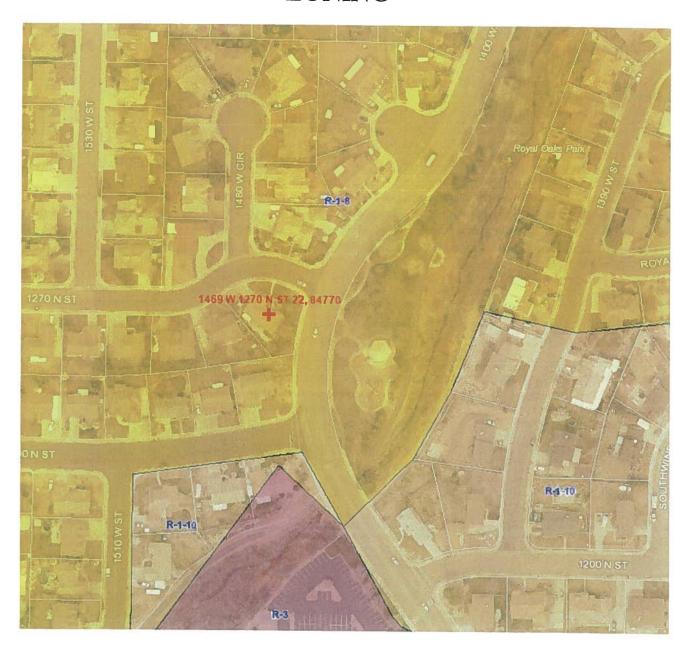


CC 2016-CUP-014
Residential Type I Assisted Living
Page 11 of 18





# ZONING



# GENERAL PLAN





CC 2016-CUP-014 Residential Type I Assisted Living Page 14 of 18

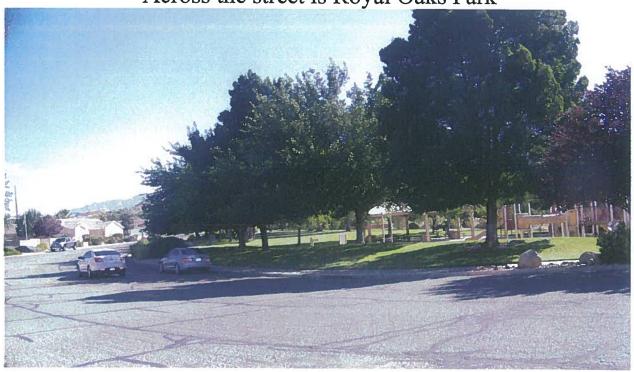




CC 2016-CUP-014 Residential Type I Assisted Living Page 15 of 18







# Neighbor Response – Letter 1 (Carter)

August 2, 2016

Community Development Department City of St George 175 E 200 N St George, Utah 84770 Attention: Ray Snyder



To whom it may concern:

This letter will serve the purpose of a written response regarding the proposed project located at 1469 W 1270 N, St George Utah, directly across the street from our property.

This proposed project initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an in-home Type 1Residential Assisted Living Care Facility is of many great concerns to us:

- Our primary concern is that this will affect the integrity of the neighborhood and the value of our home.
- Inadequate off road parking for caregivers and visitors.
- Increased traffic from ambulance calls, transportation (coming and going) of elderly to various appointments, caregivers and visitors.
- This CUP would only add to present hazardess and extremely dangerous conditions with no off road parking at the Royal Oaks Park. Many times we have several cars parked on both sides of the street and in front of both residences.
- Lack of safety for neighborhood children trying to get past this location to get to the park. We have witnessed several close calls which would only add to this situation if project is allowed.
- Increased noise issues
- The 24 hours of operation and that this becomes a business use in a residential area is of major concern.

We purchased our home in this single family residential neighborhood 8 years ago because we admired the quiet area, well groomed yards and friendly families. We are now faced with a neighbor who wants to turn their home into a business. We feel that allowing this change will open the neighborhood to many changes in the future that would not be desirable and would compromise our present quality of life.

The Conditional Use Permit is inconsistent with the neighborhood and would be a departure from the environment of the neighborhood and for that reason we respectfully request this change not be permitted and want to go on record as being opposed to allowing an assisted living facility at this location.

Sincerely,

**Dennis Carter** 

St. George, Utah 84770

Diaha Carter

St. George, Utah 84770

# Neighbor Response – Letter 2 (Carter)

August 5, 2016

Community Development Department City of St George 175 E 200 N St George, Utah 84770 Attention: Ray Snyder

To whom it may concern:

After creating and submitting our letter in response regarding the proposed project located at 1469 W 1270 N, St George Utah, directly across the street from our property we obtained a copy of the restrictive covenants for the Royal Oaks subdivision recorded with Washington County on November 17, 1999.

Item #1 of that document Under Use of Land, It states:

No lot shall be used EXCEPT for single-family residential purposes and no lot shall contain more than one (1) habitable structure. All structures shall be in accord with prevailing zoning land ordinances in effect.

This proposed project initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an in-home Type 1Residential Assisted Living Care Facility is of many great concerns to us and violates the restrictive covenants.

My wife and I have chosen to oppose this project and respectfully request that our rights be honored and the restrictive covenants be enforced and the proposed project be denied.

Sincerely,

Dennis Carter
Diana Carter

Z:\Planning and Zoning\Common\CUP\2016 CUP\2016-CUP-014 Waterfall Assisted Living\Staff Reports\CC 2016-CUP-014 Waterfall Asst Living.doc

Community Development Department City of St George 175 E 200 N St George, Utah 84770 Attention: Ray Snyder



To whom it may concern:

As a property owner, within the 300' of a requested Conditional Use Permit, we are responding to the letter received from St George City regarding the proposed project located at 1469 W 1270 N, St George Utah.

This proposed project initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an in-home Type 1Residential Assisted Living Care Facility is of many great concerns to us.

Having previous experience as an Assistant Administrator of a care facility, my husband and I have many major concerns such as nuisances which may become an annoyance to the neighborhood, signage erected or posted on said property which is in direct violation of subdivision CC&R'S, property owners not living at facility, non presence of LPN at facility, the 24 hours of operation and that this becomes a business use in a residential area lowering the value of our home and property investment, additional dangerous traffic conditions, and lack of enough off road parking for caregivers and visitors just to mention a few.

We bought our home in this single family residential neighborhood 14 years ago expecting it to always be a residential area and **adamantly oppose** allowing an assisted living facility or any other business at this location.

Sincerely,

Paul Roberts

Jenna Roberts

# August 15, 2016

Mayor Pike & City Council Members Case# 2016-Capo14

I live in Royal Caps where Grax Thomas and Norma Herrers are wanting to turn their home into an assisted livra + toulity for three (3) in home patients. The linderce was zoned for undertial luring. The neighbors, including myself do not what to see the neighborhood translints an arristed living tollity with 14 hour care. During the metals on August 9, 2016 it was mentioned that the house back not, had any remainations done Hit Thous, its a 4 helprom and 2 hoperoms. The one both will be shared with there patients I work partitioned at an assisted liver facility, and the hoperoms should be equipped with hers and large enough to accompate a chair for patients that are not able to stand. I feel if Mr. Shomas and Ms. Herrera: wait to speciate this type of business; they should Next a building for the needs their patients
require. I am appoind to having our neighborhood
tourse into this type of business. There is a
tourse into this type of business. There is a
there are cosh outs, family outherness, people
were surning and walkers their days. In case of
an emergency where a fire truck comes, there
is proceeded for an ambulance in the neighborhood
This would block traffic in the reighborhood
and interrupt what actuation are taking place
in the park

I ask the City Carneil to review our concerns and not approve for the Rayal Oaks community.

Sincerely, June Warrington August 15, 2016

City of St George 175 E 200 N St George, Utah 84770

**Attention: Mayor Pike and Council Members** 

This petition/letter will serve the purpose of a written response in opposition to the proposed project located at 1469 W 1270 N, St George Utah initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an in-home Type 1 Residential Assisted Living Care Facility.

The 24 hours of operation 7 days a week and that this becomes a business use in a residential area is of major concern. We do not want to live in a residential area surrounded by businesses and want to go on record as being opposed to allowing an assisted living facility or any other business at this location.

Sincerely,

Name	Address	Phone #
- 74 Min Tork		
- MIL 1 1 1 1 1 2 1 2	/>	
MI Nika	7.5.7	
MORILAN KELLI		
EMILY & STEPHE		Alice Control of the Control
4448 JASEN 608	CER	
ECLIOT & MAIZY W	JARD THE	
CRAIL - BULLA CA	CLSC L'	
ED-MYKILE CU		
AL GALVECTS J.		
THE WASHINGTO		0505Au272 (4
RICHARD MOKRO	N STATE OF THE STA	E SELECTION OF THE PROPERTY OF
TAVIE-MUVICE Z	OHUER	
andy exposica led	air	
pravide of thrown to War	here I	
Jeta /		
Merlice Va	VI HE HELL	

### August 15, 2016

Attn: St. George Planning Commission,

I am writing in regards to the request to operate an In-Home assisted living care facility at 1469 W 1270 N.

I realize that I am not involved in this because I live more than 300 feet away from the facility, but I do oppose having the facility go in because it will affect the whole neighborhood.

These homes in my opinion are not large enough to accommodate three separate individuals, plus I am sure they will have caregivers living there also.

I'm sure they would also have a parking problem (visitors, etc.)

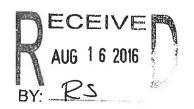
Please take this into consideration and deny the request.

Sincerely,



August 5, 2016

City of St George 175 E 200 N St George, Utah 84770

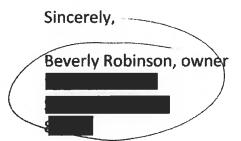


Attention: Mayor Pike and Council Members

am **ABSOLUTELY OPPOSED** to granting the CUP request, case no. 2016-cup-014 as described in the letter I received August 2<sup>nd</sup>.

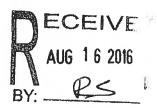
Royal Oaks is a beautiful little subdivision filled with many tolks who have invested in homes where they can live in peace without the concern that a business will pop up next door. There is a reason the area was zoned for single family residences. Any waiver to that zoning would set a dangerous precedence for the future.

Since I will be out of town on the dates noted, I authorize Alfonso Gallegos to speak/vote on my behalf



August 14, 2016

City of St George 175 E 200 N St George, Utah 84770



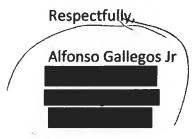
**Attention: Mayor Pike and Council Members** 

Regarding the proposed project initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an in-home Type 1 Residential Assisted Living Care Facility located at 1469 W 1270 N, St George Utah.

My name is Alfonso Gallegos Jr. I would like to thank you for hearing my concerns over turning a single family home into a business. In this case an assisted living facility. Firstly, they are built for family living and not to accommodate folks who may or may not have physical or mental disabilities. Secondly, one bathroom for three adults is simply not adequate. As we age, our bodily functions also change, frequency and need to use a bathroom also accelerates. I'm sure you know that from experiences in your own life so that is just one example of why a home built for family living would just not work.

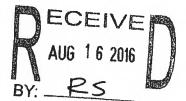
There are parking issues also. How many cars would be on the property at one time? Street parking, especially in front of this home would be very dangerous. The configuration of the street, 1270 North, is an S turn and puts cars too far into the street necessitating cars going East to 1400 W to swerve around to miss collisions. There have been three such collisions in the sixteen years that I have been living here, not to mention the number of times that trash containers have been hit and knocked over for these and other reasons, I am against the Conditional Use Permit to put this kind or any kind of business in this neighborhood, not to mention the terrible precedence it would make to this and other single homes and residences in all of St. George.

Thank you for allowing me to vent on this issue. I would like to meet with you to discuss this and other issues that are important to me.



August 13, 2016

City of St George 175 E 200 N St George, Utah 84770 Carter (3vd letter)



Attention: Mayor Pike and Council Members

Regarding the proposed project initiated by Mr. Greg Thomas and Ms. Norma Herrera (case no. 2016-CUP-014) requesting to operate an inhome Type 1 Residential Assisted Living Care Facility located at 1469 W 1270 N, St George Utah.

On August 2, we received a letter from the City of St George Planning Commission stating that the planning meeting on August 8th was open to the public and we were cordially invited to attend. It also stated that written opinions regarding the proposed project could be submitted to the Community Development Department at least one day prior to the meeting.

We attended that meeting along with 8 other surrounding neighbors. After sitting in that meeting for 4 hours, we were told that we could not express our concerns. Never being told until at that time that there was a difference between a public meeting and a public hearing, we all went with the understanding that we could either/or submit a letter or be able to express our concerns. We all left that meeting grossly disappointed and frustrated.

The next day my husband and I met with your Assistant City Attorney, Veronica Hales. She acknowledged our frustration and helped us understand what took place the night before. She also gave us a copy of your Conditional Uses Regulations listing the general standards for approval of a Conditional Use Permit. We were never told before then that our letters needed to include those standards. We feel that those should have been given to us or explained to us when they sent out the letter to us inviting us to the meeting. After that meeting on August 8<sup>th</sup>,

(10F3)

we found out that where we lived before, a public hearing is required for a CUP. Please refer to the attached copy of previous letters sent to the Planning Commission.

We really have a model neighborhood. Everyone gets along, takes care of their yards, children and animals. Most of us have been here at least 8 to 15 years, always thinking that it would be a residential neighborhood with NO businesses.

Now this assumed unmarried couple living together, which we think could become problematic, has been here less than 6 months and wants to turn this home into a business. Ms. Herrera also owns a condo about 5 blocks away. Her name is on the deed of the proposed project but both names are listed on the CUP request. What happens if they break up? Who will take responsibility? Mr. Thomas told my husband that they both worked at Beehive Homes. We as neighbors do not want this to become an extension of Beehive Homes.

We understand that the Planning Commissioners feel that all standards are covered by Ms. Herrera and Mr. Thomas but we as neighbors feel there should be an (L.) listed to your general standards for approval giving some thoughtful consideration to neighbor oppositions to proposed CUP considerations before they are approved by Planning Commission and City Council.

We as neighbors with recorded CC&R's with the County understood that these would protect us from homes being used for any other purpose than single family residences only to find out different. What a misrepresentation-the County takes the recording fee and says thank you very much!!!

Mr. Paul Roberts and Mrs. Jenna Roberts agree with everything I have written and asked me to include their names in this opposition letter. We **steadfastly oppose** this in home residential assisted living facility request and do not want it or any other business in our neighborhood. We respectfully request that you deny this request.

Sincerely,

**Dennis and Diana Carter** 



Paul and Jenna Roberts



### DRAFT

Agenda Item Number : 6C

### **Request For Council Action**

**Date Submitted** 2016-08-08 10:14:07

Applicant Mrs. Tiffany Nelson

Quick Title CUP for a child daycare

Subject Consider a request to operate an in-home Child Day Care called

倜Bloomington Buds.å€ The property is located at 3725 Gate House Lane, Lot 7 in the Hyde Berry Park Residential Subdivision. The zoning is R-1-10 (Single Family Residential 10,000 sq. ft.

minimum lot size).

**Discussion** The applicant is requesting to operate a child daycare from her home.

The request is 16 children, which requires a CUP per City Ordinance.

Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation

Child care in a large home in the South part of Bloomington. Meets requirements and Planning Commission recommends approval of

the Conditional Use Permit.

**Action Taken** 

Requested by John Willis

**File Attachments** 

Approved by Legal Department?

Approved in Budget?

Amount:

**Additional Comments** 

## PCR ITEM 2A Child Day Care

PLANNING COMMISSION AGENDA REPORT:

08/09/2016 08/18/2016

CITY COUNCIL MEETING:

**CONDITIONAL USE PERMIT:** 

Case # 2016-CUP-015

Request:

To establish and operate an in-home Pre-School / Child Day Care business for a

maximum of sixteen (16) children.

Name:

"Bloomington Buds" Day Care

Curriculum: This school will be based on the "Joy School" curriculum.

Property:

Located at 3725 Gate House Lane. This is Lot 7 in the Hyde Berry Park

residential subdivision.

Zoning:

The zoning is R-1-10 (10,000 square foot minimum lot size).

General Plan: LDR (Low Density Residential).

Applicants: Mrs. Tiffany Nelson.

Background: Mrs. Nelson has fifteen (15) of her own children. She has a 19 yr old (away on an LDS Church Mission), 6 teenagers (currently attending High School), and a 9 yr old, a 10 year old and 6 smaller children. Amongst the youngest, 3 of them are under the age of 3. Of all of her children, 5 qualify to be of 'Day Care' age. Note that this Cup requests a total of 16 children in the program, but according to Mrs. Nelson typically she would only have 8 to 10 children (from outside of her children) attend. The total number of children in day care (from in the home and from outside of the home) cannot exceed 16. The City over the years has granted CUP's for day care with a maximum of 16 children.

Licenses:

Both a city business license and a state license are required.

Project:

The applicant proposes to operate a Child Day Care business in a single family residence. The applicant is proposing to have a maximum of sixteen (16) children.

Assistance:

Mrs. Nelson's mother will be a co-instructor. She ran a day dare in Salt Lake for fifteen (15) years. This will create a ratio of 1:8 (one adult instructor per 8 children).

Hours:

The hours would be 9:00 am to 5:00 pm.

Operation:

Five (5) days a week; Monday through Friday (throughout the school year).

CC 2016-CUP-015 Bloomington Buds Day Care Page 2 of 17

Narrative: The applicant has provided a narrative (see attached).

Ages: It is proposed to predominately accept pre-school age children (generally ages 2

to 5), yet occasionally allow infants, or school age children to be accepted.

Parking: The applicant shall work with the neighborhood to mitigate any drop off and pick

up issues.

**Adjacent**: Single-family residences surround this residence.

Ordinance: Title 10, Chapter 7 Article B "Single Family Residential Zones," Section 10-7B-3 "Conditional Uses" reads: "...Child Nursery, as defined in Section 10-2-1 of this title. The dwelling shall be the permanent residence of the operator. The Planning Commission will determine the maximum number of children to be allowed depending upon specific conditions relating to the request. Parking shall be as required by the Planning Commission. All other requirements of the zone

shall be complied with."

Comments: Staff received several letters of support and the Planning Commission recommends approval and suggests the following conditions:

1. C.O.

A C.O. (Certificate of occupancy) will be required (for completion of the home) prior to the issuance of a business license for the day care.

2. Number of Children

Based upon other child day care conditional uses approved by the Planning Commission staff recommends a maximum of sixteen (16) children only.

3. Fire Inspection

A final fire inspection would be required prior to operation. The applicant shall comply with all Fire Department conditions; such as the posting of fire escape routes, smoke alarms, etc.

4. Fencing

The applicant shall install safety fencing outside (see site plan).

5. Drop off & Pick up

The applicants shall work with the neighborhood to mitigate any drop off and pick up issues.

6. Supervision

The applicant shall provide a ratio of one (1) adult supervisor/instructor to eight (8) children (1:8).

### 7. Outside Activities

The maximum number of children outside shall also require one (1) adult supervisor/instructor to each eight (8) children (1:8).

### Findings:

The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
Contain Noise inside home		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	x	B. Dust	<ol> <li>Comply with all air quality standards, state, federal and local.</li> <li>Use shall not create unusual or obnoxious dust beyond the property line.</li> </ol>
	X	C. Odors	<ol> <li>Comply with all air quality standards, state, federal and local.</li> <li>Use shall not create unusual or obnoxious odors beyond the property line.</li> </ol>
	X	D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Meet fire codes		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems.
			2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
Encourage carpooling  Escort children in & out		F. Traffic	<ol> <li>Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</li> <li>Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</li> </ol>

### PC 2016-CUP-015 Bloomington Buds Day Care Page 4 of 17

			T
	X	G. Height	<ol> <li>Buildings shall fit into the overall context of the surrounding area.</li> <li>Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</li> </ol>
approx. 7:00		H. Hours of	1. Nonresidential uses operating in proximity to or within a
am to 6:00		Operation	residential zone shall limit hours of operation so as not to
pm;		_	disturb the peace and quiet of the adjacent residential area.
			•
M-F			
	X	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas
No exterior		J. Maintain	1. Uses shall be consistent with the character and purpose of
alterations		Character and	the zone within which they are located.
		purpose of	ı g
		zone	
Meet state		K. Public	1. Use shall comply with all sanitation and solid waste disposal
requirements		Health	codes.
			2. Use shall not create public health concerns. (Ord. 2007-01-
			001, 1-4-2007)



Bloomington Buds is a Playschool/childcare program I would like to facilitate in my home. My name is Tiffany Nelson; I will be the program Owner and operator. My family home is located in the Bloomington Development in Saint George City.

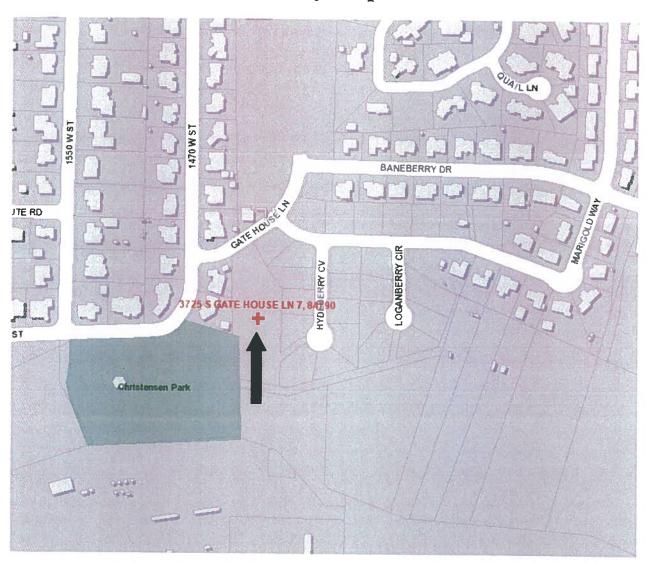
The basic synopsis of my business is somewhat simple, yet I believe it will have a lasting effect on the youth that are enrolled. I wish to develop and implement a Preschool/Childcare program for the children whose parents are employed outside of the home. I would like this to be an all-inclusive program combining traditional childcare with a quality pre-school head start program. This program will have curriculum based on the Joy School curriculum that combines the Joys of life with early learning. The tools that children are equipped with enable them to find joy in Learning through out their lives. Along with this, I will infuse the Joy of Arts in all of their variety. The arts I will include are music, singing, acting and Dance. During the year I will put together small opportunities for showcasing their learning and abilities. This helps them feel inspired and accomplished, helping their inner confidence bloom! Bloomington Buds will also help the families of these young children by creating one central program giving them all of the early child hood experiences they wish to enroll their child in. Many of which include childcare, preschool, and lessons in the many arts. Thus freeing up family schedules for more quality time once the parents are at home.

I will run this program in my home from nine to five, Monday through Friday, throughout the school year. I will carry a family Childcare license through the state and will comply with all rules concerning the License. I would like to be zoned for 9-16 children. So I wish to apply for a conditional use permit to do so. I would be sure to stagger drop off and pick up times so as to have very little impact on my neighbors. I would hope to eventually reach up to 16 students including my own children under four. This coincides with current licensing ratios. My mother, who ran a childcare facility for 15 years in Salt Lake, will be a co-instructor. Creating a 1 to 8 ratio at maximum.

I plan to run this small home business for the next 3-5 years while I also have pre-school aged children who will benefit from the programs. Thank you for your consideration in this matter.

Tiffany K. Nelson.

# Vicinity Map



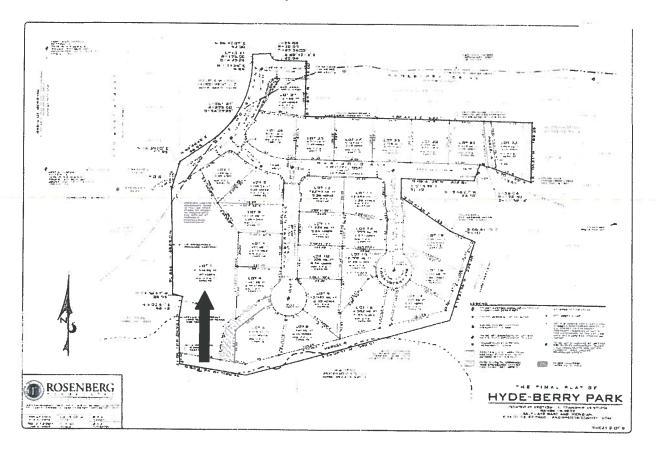
# Aerial



# **Zoning Map**

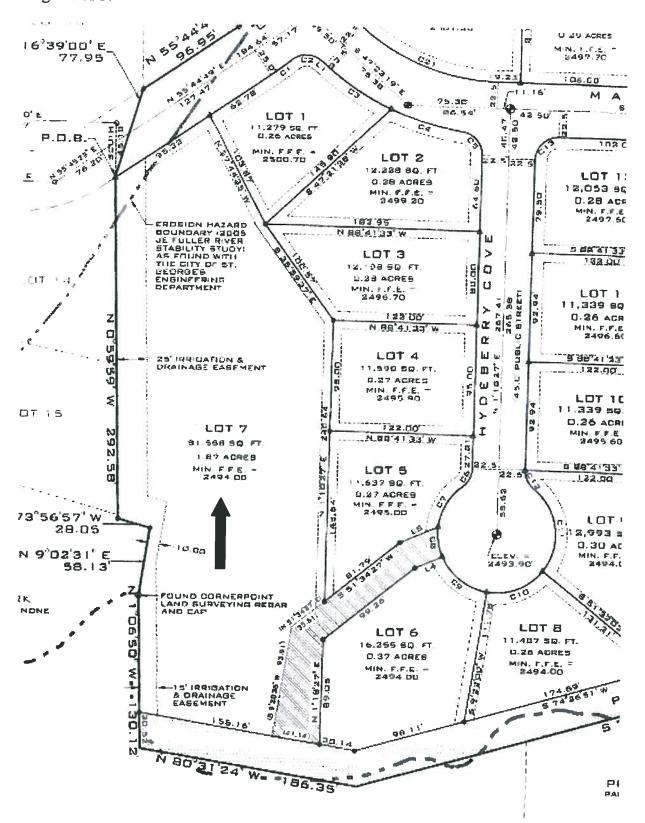


# **Hyde Berry Park Subdivision**

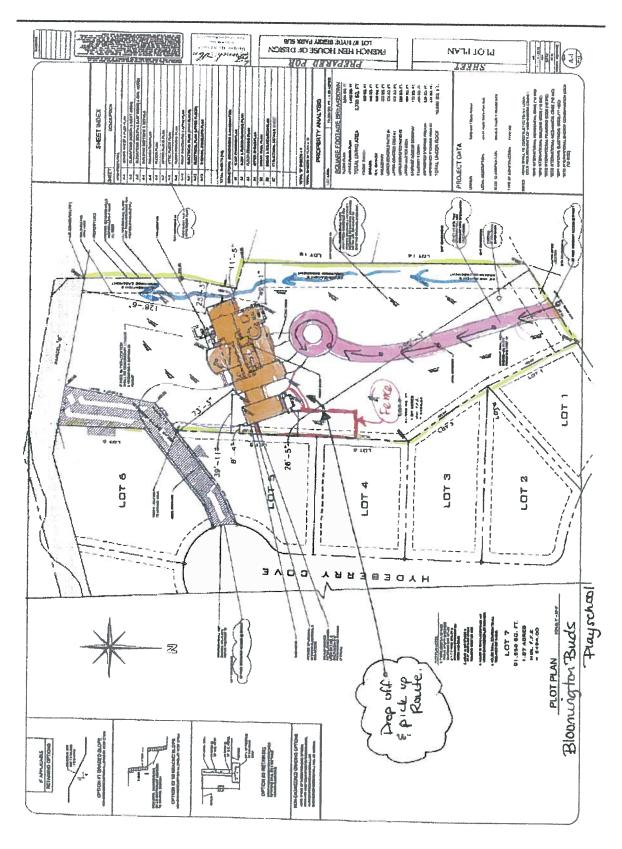


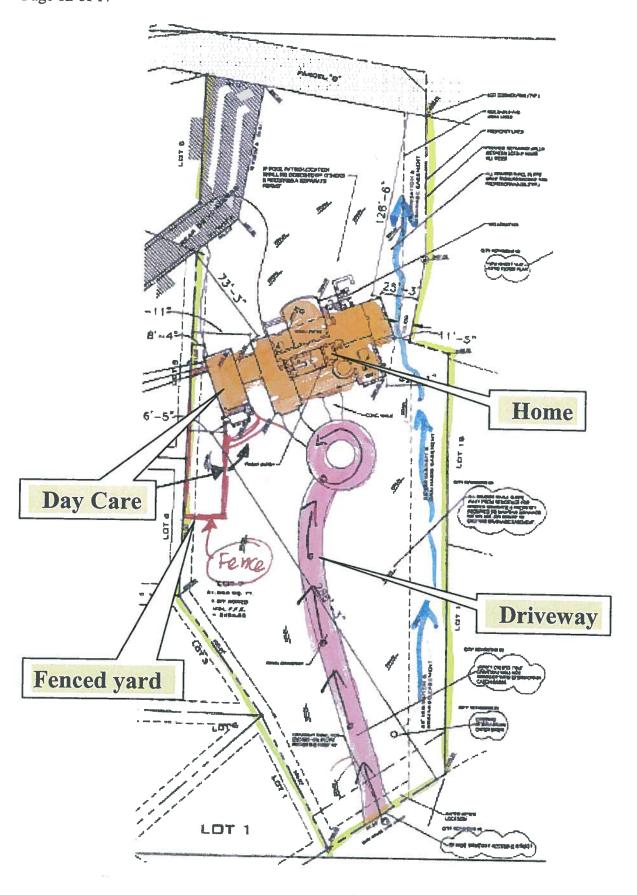


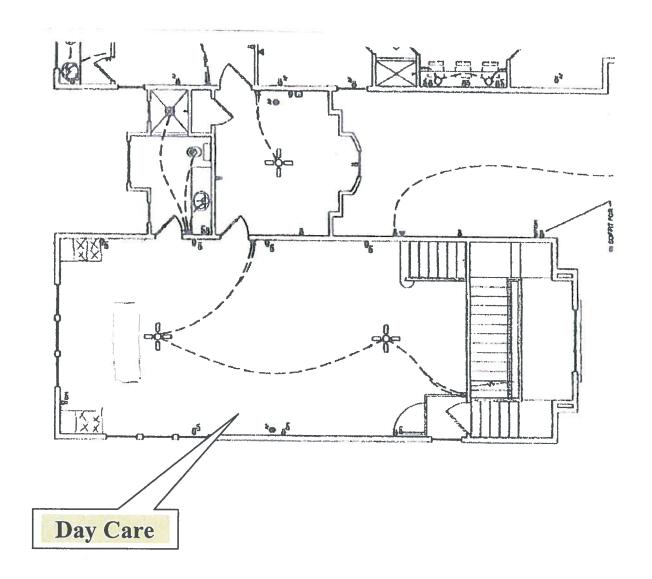
PC 2016-CUP-015 Bloomington Buds Day Care Page 10 of 17

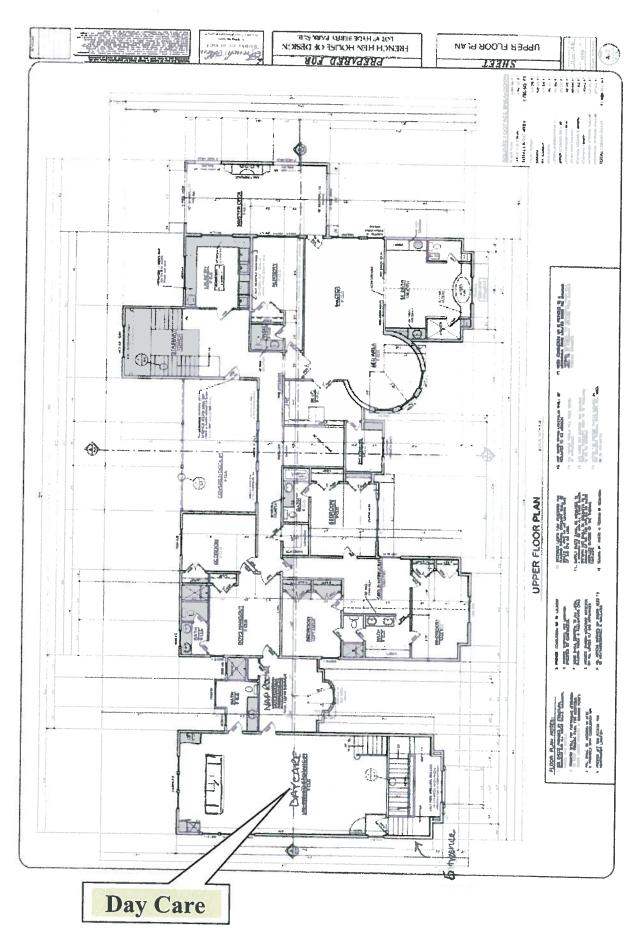


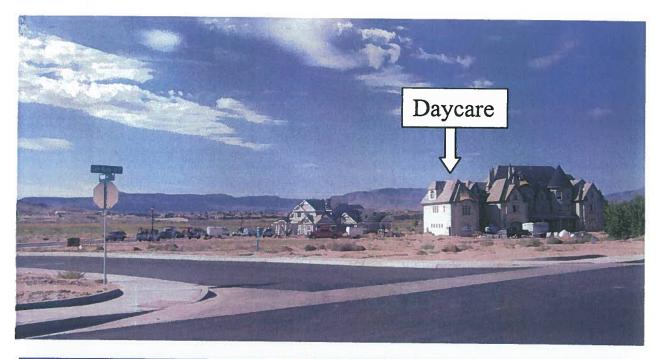
Site Plan













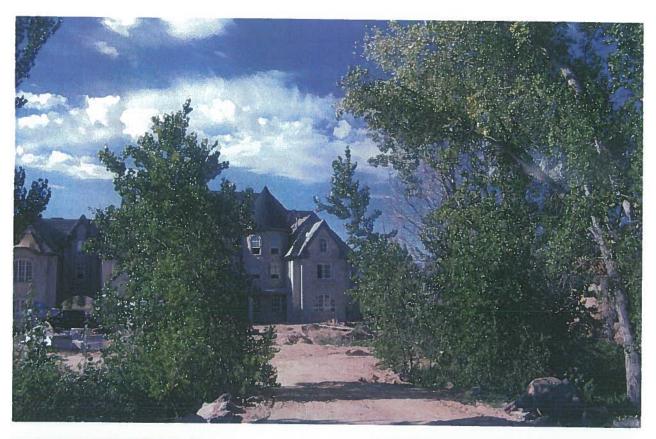
Note: The home is under construction as of July 20, 2016 (photos date). A condition that a C.O. (certificate of occupancy) will be required before a business license may be issued will be required.

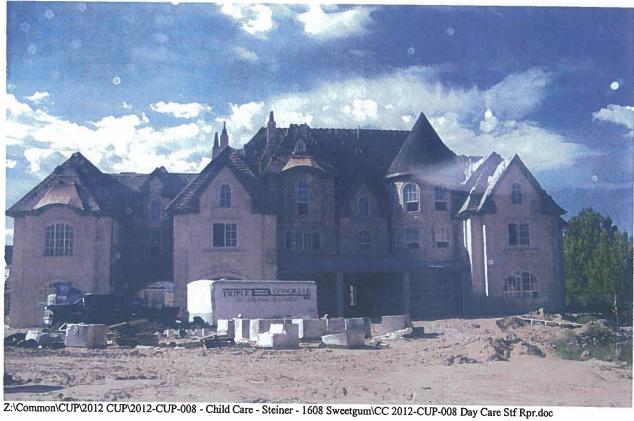


PC 2016-CUP-015 Bloomington Buds Day Care Page 16 of 17









Planning Commission Council Chambers 175 East 200 North ray.snyder@sgcity.org

RE: Bloomington Buds conditional use permit

Dear Planning Commissioners and Staff,

My name is Leslie Larson, and my husband and I own Lot No. 4 in Hyde Berry Park residential subdivision in Bloomington. We are in the stage of planning and building our primary residence there, and we will be close neighbors to the Nelsons at 3725 Gate House Lane, Lot No. 7.

I am writing to support the permit approval of Tiffany Nelson to establish and operate a child day care center "Bloomington Buds." I have known Tiffany for many years and have visited her successfully run daycare.

Addressing any potential concerns, I can say from experience at her prior location that Tiffany is a conscientious and respectful citizen in the community. She clearly informs parents of parking rules and conduct to ensure that surrounding neighbors aren't disturbed. Because of her diligence, the flow of traffic dropping off and picking up children runs smoothly. I'm confident this same respect will carry over to her new daycare site.

As director of the daycare, Tiffany provides not only quality care, but meaningful emotional, cognitive, and personal growth for even the youngest of children. She contributes a warm and caring environment that fosters the development of well rounded, responsible, caring, and bright children. Her service would be a beneficial and positive contribution to both the Hyde Park subdivision and Bloomington.

Thank you for kindly considering my request. I have no doubt that permitting Bloomington Buds to open in this location will allow more children and families to experience the exceptional program offered by Tiffany. I would be happy to speak with you or your staff at any time about my experience with Bloomington Buds.

Sincerely, Leslie Larson Owner of Lot No. 4 Hyde Berry Park Dear St George Planning Commission:

Thank you for the informational letter regarding the request for a conditional use permit for permission for Bloomington Buds to establish a child day care center. Bloomington Buds is an asset to the community by providing quality, clean, professional child day care close to the families in the Bloomington area. As a property owner within 300' of the future Bloomington Buds child care center, this will be very helpful to our family as well as others in the surrounding area.

Sincerely,

Brooklee Livingston

Lot No. 2 Hyde Berry Park

Brooklee Lingson

### Ray Snyder

From:

Ray Snyder

Sent:

Friday, August 05, 2016 2:45 PM

To:

'Kathy Bouck'

Subject:

RE: Tiffany Nelson Daycare

Mrs. Bouck.

I will copy this e-mail and provide a copy to the Planning Commission next Tuesday.

### Ray Snyder

Planner II Development Services Office: (435) 627-4437



From: Kathy Bouck [mailto

Sent: Friday, August 05, 2016 2:43 PM

To: Ray Snyder

Subject: Tiffany Nelson Daycare

We (my husband and I) are the owners of lot 5 right in front of Tiffany Nelson's house. We are just starting our home there. We are very excited to have her day care there. We love children and have seen how she is with her children and others. We are so pleased to have it so close. We love the sound of little ones. We feel like this will be a huge asset to our community.

Thank you, Kathy Bouck

### DRAFT

Agenda Item Number : 6D

### **Request For Council Action**

**Date Submitted** 2016-08-09 15:44:13

> Rich Stehmeier **Applicant**

Approval of AIP-26 Grant for Airport **Quick Title** 

Request approval of FFA Grant AIP-26 for Snow Removal Equipment Subject

and Apron Work including tie-downs and security fencing at the airport

The request for AIP-26 Grant was approved by the FAA for an amount **Discussion** 

of \$815,670. This funds approx. 90% of equipment purchases and

construction work. Airport PFCs is to pay the remaining 10%.

\$815,670 Cost

This grant was shown in fiscal budget for 2016-2017. Our match City Manager Recommendation

will be covered by PFC's(passenger facility charge). Recommend

approval.

**Action Taken** 

Requested by Cameron Cutler

**File Attachments** AIP # 26 - 08-02-2016 - Unsigned Grant Agreement.pdf

Approved by Legal

Department?

Approved in Budget? **Amount:** 

**Additional Comments** 

AIP # 26 - 08-02-2016 - Unsigned Grant Agreement pdf **Attachments** 



# Northwest Mountain Region Colorado · Idaho · Montana · Oregon · Utah Washington · Wyoming

Denver Airports District Office 26805 E. 68th Ave., Suite 224 Denver, CO 80249

August 1, 2016

The Honorable Jon Pike City of St. George 175 E. 200 N St. George, UT 84770

Dear Mayor Pike,

We are enclosing 2 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-026-2016 at the St. George Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 31, 2016, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement after the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer. Please keep the other copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 6 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
  - 1. Non-construction project: Due annually at end of the Federal fiscal year.
  - 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. A copy of a "Single Audit Certification Form" is enclosed. Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Tiffany Brown is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Tiffany Brown at 303-342-1280.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John H./Bauer

Manager, Denver Airports District Office

**Enclosures** 



#### **GRANT AGREEMENT**

#### PART I - OFFER

August 1, 2016
St George Regional Airport
3-49-0060-026-2016 (Contract No. DOT-FA16NM-1041
62-737-6569

Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 12, 2016, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement;

WHEREAS, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (Broom); Rehabilitate Apron (pavement maintenance); Install Perimeter

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.85 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

### This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### **CONDITIONS**

1. <u>Maximum Obligation.</u> The maximum obligation of the United States payable under this Offer is \$815,670.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$815,670 for airport development or noise program implementation

\$0 for land acquisition.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs.</u> The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor.</u> Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
- Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. <u>Completing the Project Without Delay and in Conformance with Requirements.</u> The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance.</u> The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2016, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury.</u> The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    - The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606-8220) or the Internet (currently at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elivoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects.</u> If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality.</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 15. <u>Financial Reporting and Payment Requirements.</u> The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American.</u> Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to

be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 17. <u>Maximum Obligation Increase for Primary Airports.</u> In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for a land project.
- 18. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. <u>Suspension or Debarment.</u> When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

#### 20. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

#### 21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

- 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity
  - 1. Is determined to have violated the Prohibitions; or
  - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.
- 22. <u>Exhibit "A" Property Map.</u> The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 23. <u>Current FAA Advisory Circulars for AIP Projects:</u> The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 24. <u>Assurances:</u> The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
- 25. ARFF and SRE Equipment and Vehicles: The Sponsor agrees that it will:
  - 1) house and maintain the equipment in a state of operational readiness on and for the airport;
  - 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - 3) restrict the vehicle to on-airport use only;
  - 4) restrict the vehicle to the use for which it was intended; and
  - 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
- 26. Equipment Acquisition: The Sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
- 27. <u>Pavement Maintenance Management Program:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
  - Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - 2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - 3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - location of all runways, taxiways, and aprons;

- 2. dimensions;
- 3. type of pavement, and;
- 4. year of construction or most recent major rehabilitation.
- b. Inspection Schedule.
  - Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  - 2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - a. inspection date;
  - b. location;
  - c. distress types; and
  - d. maintenance scheduled or performed.
- 5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 28. Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 29. <u>Agency Agreement:</u> The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the <u>Utah Division of Aeronautics</u>, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 30. <u>Final Project Documentation</u>: The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
- 31. <u>AGIS Requirements:</u> Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA** 

FEDERAL AVIATION-ADMINISTRATION

Dated at		Ву	
Dated at			
	(location) this	day of	
has been duly aut State and the Act legal impediment	thorized and that the execution  t. In addition, for grants involvi  ts that will prevent full perfore	ement and the actions taken by said Spon- nereof is in all respects due and proper and g projects to be carried out on property nance by the Sponsor. Further, it is my consor in accordance with the terms thereo	d in accordance with the laws of the sai not owned by the Sponsor, there are n opinion that the said Grant Agreemen
		enter into the foregoing Grant Agreeme	
1,		TIFICATE OF SPONSOR'S ATTORNEY as Attorney for the Sponsor do hereby cert	tify:
		TIFICATE OF COONLOOPS ATTORNEY	
		(Title of Sponsor's Author	ized Official)
	Title:		,
	Jy.	(Printed Name of Sponsor's Au	uthorized Official)
	By:	(Signature of Sponsor's Auth	horized Official)
		,,,and by spania	
		City of St. George (Name of Spons	
Executed this	day of		
I declare under p	penalty of perjury that the foreg	ng is true and correct.1	
		ated materials referred to in the foregoing of the terms and conditions in this Offer a	
,		assurances, statements, representations,	
		(Title of	f FAA Official)
		Manager, Denver	Airports District Office
			ped Name)
		// .	n P. Bauer
		f 1si	ignature)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



#### **ASSURANCES**

#### **Airport Sponsors**

#### A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **Executive Orders**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice

#### **Federal Regulations**

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.
- i. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. 1
- j. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.

- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

# 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

## b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

#### 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## 5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

# 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

# 7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

# 8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

# 9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

# 10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

# 11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

# 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

## 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

#### 26. Reports and Inspections.

#### It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- roads), including all proposed extensions and reductions of existing airport facilities;
- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

#### b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

with applicable state policies, standards, and specifications approved by the Secretary.

#### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.



# **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at: <a href="http://www.faa.gov/airports/resources/advisory\_circulars">http://www.faa.gov/airports/resources/advisory\_circulars</a>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
50/5320-5D	Airport Drainage Design
50/5320-6E	Airport Pavement Design and Evaluation
50/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
50/5345-43G	Specification for Obstruction Lighting Equipment
50/5345-44K	Specification for Runway and Taxiway Signs
50/5345-45C	Low-Impact Resistant (LIR) Structures
50/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

# THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U.S. Department of Transportation **Federal Aviation** Administration

#### **GRANT AGREEMENT**

#### PART I - OFFER

Name and delivery and the second seco
ntract No. DOT-FA16NM-1041
_

Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 12, 2016, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement;

WHEREAS, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (Broom); Rehabilitate Apron (pavement maintenance); Install Perimeter **Fence** 

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.85 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

#### **CONDITIONS**

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$815,670.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$815,670 for airport development or noise program implementation

\$0 for land acquisition.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs.</u> The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor.</u> Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. <u>Completing the Project Without Delay and in Conformance with Requirements.</u> The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance.</u> The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2016, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury.</u> The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    - The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606-8220) or the Internet (currently at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects.</u> If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 15. <u>Financial Reporting and Payment Requirements.</u> The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American.</u> Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to

be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 17. <u>Maximum Obligation Increase for Primary Airports.</u> In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for a land project.
- 18. <u>Audits for Public Sponsors.</u> The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. <u>Suspension or Debarment.</u> When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

#### 20. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

#### 21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

- 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity—
  - 1. Is determined to have violated the Prohibitions; or
  - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.
- 22. <u>Exhibit "A" Property Map.</u> The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 23. Current FAA Advisory Circulars for AIP Projects: The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 24. <u>Assurances:</u> The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
- 25. ARFF and SRE Equipment and Vehicles: The Sponsor agrees that it will:
  - 1) house and maintain the equipment in a state of operational readiness on and for the airport;
  - 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - restrict the vehicle to on-airport use only;
  - 4) restrict the vehicle to the use for which it was intended; and
  - 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
- 26. <u>Equipment Acquisition</u>: The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
- 27. Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
  - Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - 2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - 3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - 1. location of all runways, taxiways, and aprons;

# DRAFT

Agenda Item Number : 6E

# **Request For Council Action**

**Date Submitted** 2016-05-25 07:55:41

> **Utah Department of Transportation Applicant**

**Quick Title** Property Deed to UDOT

Two remaining parcels (1,238 sf and 9,048 sf) from the Dixie Drive **Subject** 

Interchange located along the edge of Dixie Dr west of I-15 to be

deeded to UDOT.

The two parcels (6:S and 6:2S) as shown on the attached exhibits and Discussion

> described in the legal descriptions are two pieces of property that were to be deeded to UDOT, but never were. It is requested that the

City deeds these via Quit Claim Deeds which are attached.

Cost \$0.00

Recommend approval as this will finally clear up the improvements City Manager Recommendation

for the Bluff Street interchange at Dixie Drive. These are surplus

small parcels that will go to UDOT. The City has received some parcels from UDOT as well.

**Action Taken** 

Requested by Cameron Cutler

Project 7755 DDI SGC Parcels 6S ^ 2S.pdf **File Attachments** 

Approved by Legal

Department?

Approved in Budget? Amount:

**Additional Comments** 

**Attachments** Project 7755 DDI SGC Parcels 6S ^ 2S.pdf WHEN RECORDED, MAIL TO: Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Salt Lake City, Utah 84114-8420

## **Quit Claim Deed**

(CITY)

Tax ID. No. SG-6-3-1-13031

Parcel No.

S-I15-1:6:S

Washington County

Project No.

S-I15-1(84)6

CITY OF ST. GEORGE , a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City. Utah 84119, Grantee, for the sum of \_\_\_\_\_\_\_\_\_, Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SE½NE½ of Section 1, Township 43 South, Range 16 West, SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly right of way and no-access line of Dixie Drive and the northerly boundary line of said parcel, at a point 55.00 feet perpendicularly distant northerly from the centerline of Dixie Drive, opposite approximate Engineers Station 515+44.77, which point is also 987.83 feet N.00°47′55″E. along the section line and 1300.73 feet West from the East Quarter corner of said Section 1; and running thence along said northerly boundary line the following two (2) courses and distances; (1) thence S.89°31′08″E. 84.09 feet; (2) thence S.80°51′43″E. 35.83 feet; thence S.3°16′01″W. 16.91 feet to a point in said northerly right of way and no-access line at a point 55.00 feet perpendicularly distant northerly from the centerline of Dixie Drive, opposite approximate Engineers Station 516+65.53; thence along said right of way and no-access line N.78°53′03″W. 120.76 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

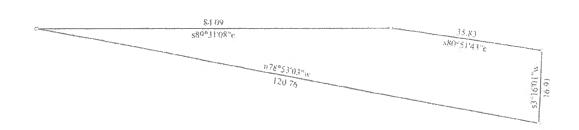
The above described part of an entire tract contains 1,238 square feet in area or 0.028 acre.

(Note: Rotate the above described parcel 01°29'32" counterclockwise to equal record bearings.)

Continued on Page 2 CITY RW-05CY (12 01 03)

Parcel No. S-I15-1:6:S Project No. S-I15-1(84)6

IN WITNESS WHEREOF instrument to be executed by its, A.D. 20					
STATE OF UTAH	) ) ss.		, an-opposychatalania had nason contain type		вологолого патру в турнов по
COUNTY OF	)		Ву		
On the date	, who, be	eing by me	duly sworn, d	did say that	he is the
ofofofofof_corporation by authority ofheld	oregoing inst a resolutio d on the	trument was in adopted of	signed in be at a regu	ehalf of said ular meeting A.D. 20	municipal of the and said
executed the same.	ackilowi	leaged to II	ie tilat salu	municipal co	rporation
WITNESS my hand and o	official stamp	the date in I	this certificate	e first above v	written:
	2				
Notary Public	m.m.m.m.dono.dono.dono.dom.dodo				



Title: S-115-1(84)6_8P_6_1	3	Date: 07-20-2010
Scale: 1 inch = 20 feet	File: S-115-1(84)6_8P_6_S.des	
Tract 1: 0.028 Acres: 1238 Sq Fee	tt: Closure = s56.1121w 0.01 Feet: Precision =1/51452: Perimeter	er = 258 Feet
001=s89.3108e 84.09 002=s80.5143e 35.83	003=s3.1601w 16.91 004=n78.5303w 120.76	

WHEN RECORDED, MAIL TO, Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Salt Lake City, Utah 84114-8420

#### Quit Claim Deed

(CITY)

Tax ID. No. SG-6-3-1-13031

Parcel No.

S-I15-1:6:2S

Washington County

Project No.

S-I15-1(84)6

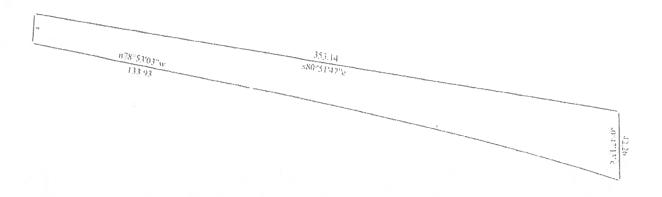
CITY OF ST. GEORGE , a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of \_\_\_\_\_\_\_\_, Dollars, and other good and valuable considerations, the following described parcel of land in Washington County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SE¼NE¼ of Section 1, Township 43 South, Range 16 West, SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of said parcel, at a point 95.19 feet radially distant northerly from the centerline of Dixie Drive, opposite approximate Engineers Station 520+06.68, which point is also 925.35 feet N 00°47'55"E. along the section line and 831.74 feet West from the East Quarter corner of said Section 1; and running thence S.0°47'13"E. 42.26 feet to a point in said northerly right of way and no-access line at a point 55.00 feet radially distant northerly from the centerline of Dixie Drive, opposite approximate Engineers Station 520+19.28; thence Westerly 225.86 feet along the arc of a 2055.00 foot radius non-tangent curve to the left, (chord bears N.75°44'08"W. 225.75 feet); thence N.78°53'03"W. 133.93 feet to a point in said northerly right of way and no-access line at a point 55.00 feet perpendicularly distant northerly from the centerline of Dixie Drive, opposite approximate Engineers Station 516+65.53; thence N.3°16'01"E. 16.91 feet to a point in said northerly boundary line; thence along said northerly boundary line S.80°51'47"E. 353.14 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract contains 9,048 square feet in area or 0.208 acre.

(Note: Rotate the above described parcel 01°29'32" counterclockwise to equal record bearings.)

instrument to be executed by, A.D. 20	its proper officer	has caused this day of
STATE OF UTAH	) ) ss.	
COUNTY OF	)	Ву
of Utah, and that the within and corporation by authority of he executed the same.	foregoing instru f a resolution ld on theacknowled	written personally appeared before me, ng by me duly sworn, did say that _he is the _, a municipal corporation of the State of ment was signed in behalf of said municipal adopted at a regular meeting of the _ of, and said dged to me that said municipal corporation e date in this certificate first above written:
Notary Public	Marke de la companya	



Title: S-115-1(84)6_8P_6	2S	Date: 07-20-2010
Scale: 1 inch = 50 feet	File: S-115-1(84)6_8P_6_2S.de:	\$
Tract 1: 0.208 Acres: 9048 Sq Fed	et: Closure = n03.4518e 0.01 Feet: Precision = t	/125978. Perimeter = 772 Feet
001=80,4713e 42.26 tit2 14, 8=2055 90, Are=225 80 Brig=n75 4408w, Chd=225 75	003=n78.5303w 133.93 004=n3.1601c 16.91	005=s80.5147e 353.14

UTAH DEPARTMENT OF TRANSPORTATION

EIGHT PARTIAL SUMMARY OF RIGHT OF WAY

Location: Dixie Drive

FHWA Approved for Acquisition

Authority No. 71088

PIN No. 7755

Sheet 1 of 1

Project No. S-115-1(84)6

Cnty-Route-Reg

Road Section No. 53-15-4

Parcel No.	Grantor	Sq. Ft.	Acres	Remarks
S-115-1:06%	CITY OF ST. GEORGE	1,238	0.028	
:06:28	CITY OF ST. GEORGE	9,048	0.208	
:06:38	:06:3S CITY OF ST. GEORGE	15,762	0.362	
:06:48	CITY OF ST. GEORGE	69, 548	(*) (*) (*)	

2010 8.27.247 15,00 9576 503 0/02 6:1= RAD 17 W. W. O. HON'S SAN & WALTER 41:A= 3010 0027302 2010 00 27299 4284 000 HOZ 4.5 \*STRUCTION LIABLE 10 Mars. 110 20112004223 55.9 11 Sec. 20 10.00 6.35pt 2012 00243542 6.364 = 241 DUZYSS 3 CONSTRUCTION OF 6406 = 2011 0023311 37. 1.A.1.A.1.4.

20 PACHE VAN TO-THOSE UTAH DEPARTMENT OF TRANSPORTED OF THE USE OF 2002 SSEE 1944 SOME PATERCHANCE - 13 - 23 - 13 FREE ROOF NALME PAVY HAVE ING. SN 14,395 15. SEC. 8 SWA NALINE HOW HOW S NA LINE MANGE LINE TOWN RIGHT ANIM STATE COMSTRUCTION LIMIT

# DRAFT

Agenda Item Number : 6F

# **Request For Council Action**

Date Submitted 2016-08-11 15:51:11

Applicant Dixie State University

Quick Title Commercial Lease Agreement

**Subject** Lease of the old airport hangar at 317 South Donlee Drive together

with parking to Dixie State University for a period of three (3) years at

\$50,000.00 per year.

**Discussion** Lease of the old airport hangar at 317 South Donlee Drive together

with parking to Dixie State University for a period of three (3) years at

\$50,000.00 per year.

Cost \$0.00

City Manager Recommendation

Recommend approval. The Building Facilities division will be

moving to the other hangar to the South.

**Action Taken** 

Requested by Joseph Hood

File Attachments DSU.Lease.jmh.07.28.2016(v3.08.11.2016).doc

Approved by Legal Department?

\_ opa.....

Approved in Budget? Amount:

**Additional Comments** 

Attachments DSU.Lease.jmh.07.28.2016(v3.08.11.2016).doc

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this day of August, 2016, by and between the City of St. George (hereinafter called "Landlord") and Dixie State University (hereinafter called "Tenant").

#### RECITALS

- A. WHEREAS Landlord is the owner of commercial property located at 317 South Donlee Drive, in the City of St George, State of Utah (the "Property");
- B. WHEREAS Tenant desires to lease from Landlord the Property to be known as the Leased Premises;
- C. WHEREAS Landlord desires to lease to Tenant the Property to be known as the Leased Premises; and
- D. WHEREAS the parties desire to enter into a lease agreement defining their respective rights, duties, obligations, and liabilities relating to the Property and the part thereof being leased by Tenant.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

#### **AGREEMENT**

Section 1. <u>DESCRIPTION OF LEASED PREMISES</u>: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain Property within the Airport's hangar that is described in <u>Exhibit A</u>, together with the improvements constructed thereon by Landlord (the "<u>Leased Premises</u>") for the exclusive use all of that Property. Landlord further grants to Tenant a license to use, on an exclusive basis, the exterior parking spaces and areas as may be designated by Landlord in writing from time to time for use in connection with its operations, and Landlord may so designate (or remove) any such spaces or areas, or condition rights to use such facilities, without amending this Agreement (the "<u>License Area</u>"). Tenant's initial License Area consists of the parking spaces designated in <u>Exhibit A</u>.

#### Section 2. **LEASE DATE AND TERM:**

- **2.1** Term. The term of this Lease shall be three (3) years commencing on the 1<sup>st</sup> day of August, 2016 (the "Commencement Date"), and ending on the 29<sup>th</sup> day of July, 2019 ("Term").
- 2.2 <u>Possession</u>. Possession of the Property is delivered to Tenant effective with the execution of this Lease.

#### **Section 3. BASE RENT:**

- 3.1 <u>Base Rent.</u> Tenant agrees to pay to Landlord as base rent, without deduction, prior notice or demand, annual rent in the amount of fifty thousand dollars (\$50,000.00), payable to Landlord in one annual payment in legal tender of the United States of America upon the execution of this Lease, and every subsequent July 1<sup>st</sup> during the term of this Lease, at **The City of St. George, Finance Department, 175 E. 200 N., St. George, Utah 84770**, or such other places as the Landlord may designate in writing.
- 3.2 Additional Rent. All charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses, reasonable attorney fees and other sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies against Tenant as herein provided for failure to pay rent.
- **Section 4.** <u>INSTALLATION AND REMOVAL OF FIXTURES</u>. Tenant may install and maintain furnishings, equipment, movable partitions, business machines and other trade fixtures ("Trade Fixtures") in the Property, and Tenant may alter or remove any of its Trade Fixtures at any time during the Term or upon the expiration or termination of this Lease so long as Tenant repairs any damage to the Leased Premises resulting from such alteration or removal.

#### Section 5. <u>CONDITION AND USE OF LEASED PREMISES:</u>

5.1 <u>Condition of the Leased Premises</u>. Tenant acknowledges receipt and delivery of possession of the Leased Premises and that Tenant has examined and otherwise has acquired knowledge of the condition of the Leased Premises prior to the execution and delivery of this Lease and has found that the Leased Premises are in good order and repair and satisfactory for its purposes hereunder. Tenant waives any claim or action against Landlord in respect of the condition of the Leased Premises.

#### 5.2 Use of the Leased Premises.

- 5.2.1 <u>Permitted Uses</u>. The Leased Premises shall be used for educational purposes, specifically for the production of film and related media ("Permitted Use"). During the entire Term, Tenant shall use the Leased Premises, or permit the Leased Premises to be used, only for the Permitted Use. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for any other use without the prior written consent of Landlord.
- 5.2.2 <u>Compliance with Insurance Requirements</u>. No use shall be made or permitted to be made of the Leased Premises and no acts shall be done which will cause the cancellation of any insurance policy covering the Leased Premises, nor shall Tenant or any other Person sell or otherwise provide to residents, other occupants or invitees therein, or permit to be kept, used or sold in or about the Leased Premises, any article which may be prohibited by any of the insurance requirements. Furthermore, Tenant shall, at its sole cost and expense, take such other actions as may be necessary to comply

with and to insure that the Leased Premises complies with all Insurance Requirements.

#### **5.2.3** No Waste.

Tenant shall not commit or suffer to be committed any waste on, in or under the Leased Premises, nor shall Tenant cause or permit any nuisance thereon.

- **5.2.4** No Impairment. Tenant shall neither permit nor suffer the Leased Premises to be used in such a manner as (a) might reasonably tend to impair Landlord's title thereto, or (b) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public or of implied dedication of the Leased Premises or (c) would jeopardize the tax exempt status of the property.
- Compliance with Legal Requirements. Tenant covenants and agrees that the Leased Premises shall not be used for any unlawful purpose and that Tenant, at its sole cost and expense, will promptly (a) comply with, and shall cause the Leased Premises to comply with, all applicable legal requirements relating to the use, operation, maintenance, repair and restoration of the Leased Premises including the nuisance, zoning, and land use ordinances of the City of St. George, whether or not compliance therewith shall require structural change in any of the Leased Premises or interfere with the use and enjoyment of the Leased Premises, and (b) procure, maintain and comply with (in all material respects) all Contracts and Permits necessary or desirable in order to operate the Leased Premises for the Permitted Use ("Legal Requirements") and for compliance with all of the terms and conditions of this Lease.
- 5.4 <u>Hazardous Substances</u>. Tenant covenants that no Hazardous Substances will be placed, held, located or disposed of on, under or at the Leased Premises except as may be required in the operation of Tenant's business and then in full compliance with all Environmental Laws.
- Section 6. NO SMOKING AND NO ANIMALS: Smoking and animals (except for seeing-eye dogs or as may be required under Federal or state law) are not permitted within any building located on the Property. Tenant shall not permit or allow smoking in the Leased Premises and shall take reasonable steps to prevent smoking in any building included within the Leased Premises, by Tenant's employees, agents, partners, members, contractors, invitees, licensees, clients, or guests.

#### Section 7. REPAIR, MAINTENANCE, AND UTILITIES:

7.1 Tenant agrees to maintain and make all necessary repairs to the interior of the Leased Premises and to any Trade Fixtures and/or other alterations. Tenant shall be responsible for all repairs resulting from damage, abuse, or neglect by its employees, invitees, clients, or guests. The Tenant shall furnish janitorial services at its expense for the Leased Premises. Tenant shall maintain and pay for the following utilities to the Leased Premises: electricity, natural gas, water, sewer, and solid waste disposal. Tenant shall pay for all of Tenant's telephone, internet, cable and other services.

7.2 Except for damage caused by Tenant, Landlord shall make all repairs to the exterior shell structure of the building, including repairs to the roof, exterior walls, floor joists, and foundation. Landlord shall make all repairs to the sidewalks, parking surface areas, and common space. Landlord shall be responsible for all heating and air-conditioning equipment repair cost. Landlord shall be responsible for the repair and maintenance of interior-wall electrical and interior-wall plumbing systems, as well as the portions of such systems outside the building. Landlord shall maintain the exterior of the building and adjacent areas in good condition and maintain all of the property in good condition.

#### Section 8. STRUCTURAL ALTERATIONS

- Remises, except as may be otherwise expressly allowed under the terms of this Lease, without prior written consent of Landlord. If Tenant desires to undertake any Structural Alteration, Tenant shall submit to Landlord in writing a proposal setting forth in reasonable detail any proposed Structural Alteration and shall provide to Landlord copies of, or information regarding, the applicable Plans, Permits, Contracts and any other materials concerning the proposed Structural Alteration, as the case may be, as Landlord may reasonably request.
- 8.2 Non-Material Alterations. Tenant shall have the right, from time to time, to make additions, modifications or improvements to the Leased Premises which do not constitute Structural Alterations as it may deem to be desirable or necessary for its uses and purposes, subject to the same limits and conditions imposed under the terms of this Lease. The cost of any such repair, replacement, alteration, addition, modification or improvement shall be paid by Tenant and the results thereof shall be included under the terms of this Lease and become a part of the Leased Premises, without payment therefor by Landlord at any time. Notwithstanding the foregoing, all such additions, modifications and improvements which affect the structure of any improvement on the Leased Premises, or which involve the expenditure of more than fifty thousand dollars (\$50,000), shall require written notice to Landlord and shall comply with all applicable Legal Requirements and all other applicable requirements of this Lease

#### **Section 9. INSURANCE AND INDEMNITY:**

- 9.1 <u>General Insurance Requirements</u>. During the Term of this Lease and thereafter until Tenant surrenders the Leased Premises in the manner required by this Lease, Tenant shall at its sole cost and expense keep the Leased Premises and Tenant's personal property located thereon insured as set forth below.
- 9.2 <u>Liability Insurance</u>. Tenant shall secure and maintain general liability and property damage insurance that shall protect Tenant, Landlord and Landlord's representatives from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Lease. Landlord shall be named as an additional primary insured on the General Liability Certificate with the City listed as non-contributory on the General Liability Certificate and shall be named as a Certificate Holder. The minimum commercial general liability insurance shall be as follows:

- i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000 Dollars.

The insurance requirements under this section shall be subject to change as liability limits change under the Utah Governmental Immunity Act or as deemed necessary by Landlord.

#### 9.3 **Indemnity**.

- 9.3.1 Indemnification. Except with respect to the gross negligence or willful misconduct of Landlord, as to which no indemnity is provided, Tenant hereby agrees to defend, with counsel reasonably acceptable to Landlord, against all claims and causes of action and to indemnify and hold harmless Landlord from and against all damages, losses, liabilities, obligations, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation) suffered by, or claimed or asserted against, Landlord, directly or indirectly, by any Person other than Tenant who prevails in such claim or action based on, arising out of or resulting from (a) the use and occupancy of the Leased Premises or any business conducted therein, (b) any act, fault, omission to act or misconduct by Tenant or any of its employees, agents, licensees, business invitees, guests, customers, contractors or sublessees, relating to. directly or indirectly, the Leased Premises, (c) any accident, injury or damage whatsoever caused to any Person or to the property of any Person in or about the Leased Premises, (d) any Event of Default, or (e) the enforcement of this indemnity. Any amounts which become payable by Tenant under this Section 9.3.1 shall be a demand obligation of Tenant to Landlord, payable as Additional Rent. The indemnity provided for in this Section 9.2.1 shall survive any termination of this Lease.
- 9.3.2 Limitation on Landlord Liability. Landlord shall not be liable to Tenant or to any other Person whatsoever for any damage, injury, loss, compensation, or claim (including without limitation any claim for the interruption of or loss to any business conducted on the Leased Premises) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, the following: (a) repairs to the Leased Premises, (b) interruption in use of the Leased Premises; (c) any accident or damage resulting from the use or operation of the Leased Premises or any business conducted thereon; (d) the termination of this Lease by reason of Casualty or Condemnation; (e) any fire, theft or other casualty or crime; (f) the actions, omissions or misconduct of any other Person; (g) damage to any property; or (h) any damage from the flow or leaking of water, All personal property on the Leased Premises shall be the sole rain or snow. responsibility of Tenant and Landlord shall not in any manner be held responsible therefor. Notwithstanding the foregoing, Landlord shall not be released from liability for any injury, loss, damage or liability suffered by Tenant to the extent caused directly by the gross negligence or willful misconduct of Landlord or its servants, employees or agents acting within the scope of their authority on or about the Leased Premises or in regards to

the Lease; provided, that in no event shall Landlord, its servants, employees or agents have any liability based on any loss for any indirect or consequential damages.

- 9.3.3 Governmental Immunity. Landlord and Tenant are both governmental entities and are subject to the Utah Governmental Immunity Act, Utah Code Ann. 63G-7-101 et seq. Nothing in this Lease is intended as a waiver by Landlord or Tenant of any protections, rights, or defenses applicable to either party under this Act.
- Section 10. <u>LANDLORD'S REPRESENTATIONS AND WARRANTIES:</u> Landlord represents and warrants to Tenant:
- 10.1 Landlord is the owner of the Leased Premises and has the right to make this Lease. However, Tenant agrees to accept the Leased Premises "as is," and Landlord makes no warranty as to the condition of the Leased Premises or their suitability for any particular purpose.
- 10.2 Tenant, on paying the rent herein reserved and on the performance of all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term hereof peacefully and quietly hold and enjoy the Leased Premises.
- Section 11. <u>TENANT'S REPRESENTATIONS AND WARRANTIES</u>: Tenant represents and warrants to Landlord:
- 11.1 The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity, as indicated.
- 11.2 Tenant, if executing this Lease under a corporation or limited liability company, is duly organized, validly existing, and in good standing under the laws of the State of Utah.
- Section 12. <u>NO LIENS OR ENCUMBRANCES:</u> Tenant shall not be permitted to create any lien or encumbrance, or to take any action or fail to take any action for which a lawful lien is recorded against the Leased Premises.
- Section 13. <u>LANDLORD'S RIGHT TO ASSIGN RENTS:</u> Landlord shall have the right, at any time, with or without selling its fee interest in the Leased Premises or assigning its interest in this Lease, to assign, in whole or in part, the rent or rents at any time payable hereunder to such assignee or assignees as may be designated by Landlord in a written notice to Tenant.
- Section 14. SIGNS, AWNINGS, and MARQUEES INSTALLED BY TENANT: Tenant shall not construct or place signs, awnings, marquees, or other structures attached to or projecting from the exterior of the Leased Premises without the prior written consent of Landlord. Any signs, awnings, marquees desired by Tenant and at Tenant's sole expense shall be professionally prepared and installed. All signs erected by Tenant shall be in accordance with any applicable statutes, ordinances, codes, rules, and regulations of any governmental authority, or by any association rules or CC&Rs. Tenant shall maintain such signs and keep the same in a good state of repair. Upon vacating the Leased Premises, Tenant agrees, at its expense, to remove all signs and to repair any and all damages caused by said removal. All work shall be completed in a good workmanlike manner.

- Section 15. <u>KEYS & LOCKS</u>: Tenant, upon the termination of its tenancy hereunder, shall deliver to the Landlord all the keys to any building, office, and toilet room, which shall have been furnished to the Tenant. Landlord shall have and be provided with a copy of keys to access all doors and offices within the Leased Premises during the lease term.
- Section 16. <u>LANDLORD'S RIGHT TO INSPECT OR REPAIR</u>: Tenant shall permit inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Leased Premises and to permit Landlord to make such repairs, with reasonable advance notice, as may be required to be made by Landlord under the terms of this Lease or to preserve and maintain the Property or Leased Premises in a safe condition.
- Section 17. <u>LANDLORD'S RIGHT TO SHOW AND ADVERTISE PREMISES:</u> Sixty (60) days prior to the expiration of this Lease, or any renewal period, Landlord or its agents may post suitable notice on the Property and Leased Premises that the Leased Premises is "For Rent" or "For Sale" and may show the Leased Premises to prospective tenants or buyers at reasonable times. Landlord may not, however, thereby unnecessarily or unreasonably interfere with Tenant's use of the Leased Premises.
- Section 18. ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublet this Lease or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Upon the understanding that Tenant is improving the building substantially, the Landlord is willing to allow Tenant to recoup such expenses by subleasing the Leased Premises pursuant to the terms hereof.

### Section 19. <u>EFFECT OF DAMAGE OR DESTRUCTION OF LEASED PREMISES:</u>

- 19.1 If the Leased Premises or any part thereof shall be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Landlord shall, only in the event of an insured loss, repair, restore, rebuild, or replace the Leased Premises or portions destroyed or damaged, so that the Leased Premises is substantially the same as it was prior to such destruction or damage, subject to delays due to adjustment of insurance claims, strikes and other causes beyond the Landlord's control. Tenant shall pay to repair any Tenant Improvements.
- 19.2 Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises of which they are a part or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.
- Section 20. <u>RIGHT OF ACCESS</u>: Tenant, its employees, agents, assigns, guests, invitees, and clients shall have the right to use any common parking area and all common space on the Property, subject to reasonable rules and regulations which Landlord may establish from time-to-time, including, but not limited to the allocation of parking spaces.

- Section 21. <u>AUCTION, FIRE OR BANKRUPTCY SALE:</u> Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Property.
- **Section 22. FORCED ENTRY:** Tenant shall be responsible for any damage to the Property as a result of forced entry into the Leased Premises or burglary thereof.
- Section 23. <u>TENANT BREACH OR DEFAULT:</u> Tenant shall be in breach of this Lease and shall be considered in default under this Lease if:
- 23.1 Tenant fails to pay any rent or additional rent when due and does not make the delinquent payment within thirty (30) days of written demand therefore:
- 23.2 Tenant fails to perform or comply with any other covenant or condition of this Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Landlord, in which 15-days Tenant has not commenced action to cure and fails to diligently and expeditiously cure said default;
- 23.3 Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the Leased Premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord, in addition to any other rights or remedies it may have, shall have the right to immediately provide notice of termination of Tenant's tenancy hereunder and to recover possession of the Leased Premises, in accordance with existing law;
- 23.4 Except in connection with any Tenant's rights of assignment or sublease under this Lease, Tenant abandons or vacates the Leased Premises; or
- 23.5 If the Property or Leased Premises shall be used in violation of any law or regulation, without being cured as provided above.
- Section 24. <u>REMEDIES UPON TENANT DEFAULT</u>: In the event of any default hereunder (or threatened default in the case of subparagraph b, of this Section), the rights of Landlord shall be as follows:
- 24.1 Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right, but not the obligation, to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. However, any expenditure hereunder by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

- 24.2 Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
- 24.3 Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than thirty (30) days notice of the cancellation and termination and the right to cure. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder shall terminate in the same manner and with the same force and effect, except as to Tenant's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- 24.4 Landlord may recover from Tenant all damages proximately resulting from any default or breach, including, but not limited to, the cost of recovering the Leased Premises, or altering or remodeling the same for re-letting, the cost of remedying any violation of this Lease, or the cost of exercising any of the remedies provided herein or by law, and may further recover the unpaid rent reserved under this Lease, the total amount of which shall be due and payable.
- 24.5 Landlord may exercise any and all other rights and remedies allowed by law and the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, by law, or by equity, provided.
- Section 25. WAIVER OF COVENANTS: The pursuit by Landlord of any of the remedies provided for in any section of this Lease shall not constitute a waiver of any of the remedies available to Landlord in any other section or under the law or equity. A waiver by Landlord of any breach of this Lease shall not constitute a waiver of any other breach. Forbearance or omission by Landlord in enforcing any of its remedies upon Tenant's breach shall not constitute a waiver of any of its remedies.
- Section 26. GOVERNING LAW AND VENUE: Any action or judicial proceeding involving this Lease shall be governed under Utah law, both as pertains to substantive and procedural issues.
- Section 27. <u>ATTORNEY FEES:</u> Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing this Lease or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.
- Section 28. <u>FAILURE TO PERFORM COVENANT:</u> Any failure on the part of either party to perform any obligation hereunder, other than Tenant's obligation to pay rent or additional rent, and any delay in doing any act required hereby shall be excused if such failure, or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

Section 29. <u>LEASE BINDING ON SUCCESSORS AND ASSIGNS</u>: The covenants and agreements contained in this Lease shall be binding upon the parties hereto and on their respective successors, heirs, executors, administrators, legal representatives, and assigns. If Landlord sells or transfers the Property or Leased Premises, then Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease.

Section 30. <u>CONSTRUCTION OF LEASE</u>: Words of any gender used in this Lease shall be held to include either gender, and words in the singular number shall be held to include the plural when the context requires.

Section 31. <u>HEADINGS</u>: The paragraph headings included herein are for reference purposes only and shall not in any way modify or limit the statements contained in any paragraph or provision of this Agreement.

Section 32. MANNER OF GIVING NOTICES: All notices, demands, or other writings in this Lease, provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be sent either by registered or certified mail, postage prepaid and return receipt requested, or by a reputable and reliable overnight courier, to the party to be notified at the following address set forth for that party, or, after the execution of this Lease, at such other address as may be designated by either party in writing:

If to Landlord, at the following address:	If to Tenant, at the following address:	
City of St. George	Dixie State University,	
Attn:	Attn:	
175 East 200 North	225 South 700 East	
St. George UT 84770	St. George, Utah 84770	
Phone:	Phone:	
Copy to: City Attorney (same address)	Copy to: General Counsel (same address)	

Every notice shall be deemed to have been given on the date it shall be deposited in the United States mail in the manner prescribed herein or on the date it shall be placed for delivery with a reputable and reliable overnight courier. Nothing herein shall preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process, which shall be deemed given at the time of service.

Section 33. SURRENDER OF PREMISES: Tenant shall, on the last day of the Term, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises (free of subtenancies) to Landlord, all in good repair, broom-clean, normal wear and tear excepted. Any Trade Fixtures, equipment, wiring and conduit or personal property belonging to Tenant, if not removed upon termination, shall, at Landlord's election, be deemed abandoned and become property of the Landlord without compensation, credit or offset therefore.

Section 34. <u>SEVERABILITY:</u> In case any one or more of the provisions of this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect with any law of the

State of Utah, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

- Section 35. <u>HOLDOVER:</u> Should the Landlord permit Tenant to holdover the Leased Premises or any part thereof, after the expiration of the term of this Lease and after any possible additional terms, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease, unless proper and timely notice has been given as required by this Lease. In the event of a holdover, all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate the Leased Premises. Tenant agrees to vacate the Leased Premises upon thirty (30) days prior written notice from Landlord.
- Section 36. <u>ESTOPPEL CERTIFICATE</u>: Tenant shall give an estoppel certificate from time to time as requested by Landlord in connection with financing, refinancing or sale of the Property including the Leased Premises, setting forth the term, rent, Leased Premises and other terms of the Lease and whether the Lease is in force or not, whether rent has been prepaid or whether a rental concession has been made and such other matters as Landlord may reasonably require.
- **Section 37. <u>DOCUMENTATION:</u>** The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Lease.
- **Section 38.** <u>ELECTRONIC DOCUMENTS:</u> Facsimile transmission, Email or other electronic transmission of any signed original documents, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. All documents may be executed in counterparts.
- Section 39. <u>ENTIRE AGREEMENT:</u> This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to this Lease. There are no representations or warranties, express or implied, between the Landlord and Tenant with respect to the subject matter of this Lease, except those specified in this Lease.
- Section 40. <u>ATTORNMENT</u>. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, or in the event of any deed or transfer in lieu of foreclosure, attorn to the new owner of Landlord's interest in the Leased Premises and recognize such new owner as Landlord under this Lease.
- **Section 41. AMENDMENT:** This Lease may not be altered or amended except by a subsequent written agreement executed by the parties hereto.
- Section 42. <u>INTEREST</u>: Tenant shall pay interest on any sums due hereunder, which are not paid when due, at the rate of eighteen percent (18%) per annum from the due date of any such amount until paid, both before and after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in St. George, Washington County, Utah, on the day and year first above written.

Landlord: City of St. George	Tenant: Dixie State University	
Jonathan T. Pike, Mayor	By: Its:	
Attest:	Approved as to form:	
Christina Fernandez, City Recorder	Joseph M. Hood, Assistant City Attorney	

**EXHIBIT "A"** (to be finalized with legal description and diagram)



## DRAFT

Agenda Item Number

### **Request For Council Action**

**Date Submitted** 2016-08-12 15:12:18

> **Applicant** St. George Musical Theater

**Quick Title** St. George Musical Theater Lease Amendment

Consider the Lease Amendment between the City of St. George and Subject

the St. George Musical Theater

**Discussion** Applicant requests an amendment to the current lease. The

amendment expands the leased premises from the Opera House to also include portions of the Social Hall. The Social Hall will be used for

theater production rehearsals. City may reserve the Social Hall

premises for public and private use with 14 days' notice.

Cost \$0.00

City Manager Recommendation

As discussed at the August 11th work meeting.

**Action Taken** 

Requested by Shawn Guzman

SGMTLeaseAmendment.LEG.vhh.8-11-16.pdf **File Attachments** 

Approved by Legal

Department?

Approved in Budget? Amount:

**Additional Comments** City will continue to provide specified utilities until June 1, 2017.

> SGMTLeaseAmendment.LEG.vhh.8-11-16.pdf **Attachments**

# LEASE AGREEMENT AMENDMENT BETWEEN THE CITY OF ST. GEORGE AND THE ST. GEORGE MUSICAL THEATER

This Lease	Agreement Amendment (the "Amendment") is entered into as of this
day of	, 2016, between the City of St. George, Utah, a Utah municipa
corporation ("City	") and the St. George Musical Theater ("SGMT"). City and SGMT
hereinafter are co	llectively referred to as "Parties."

#### RECITALS

WHEREAS, the Parties entered into a Lease Agreement between the City of St. George and the St. George Musical Theater (the "Lease Agreement"), on or about June 1, 2014, and the Parties desire to amend it, with all terms of the Lease Agreement remaining in full force and effect, with the specifically amended terms set forth below;

WHEREAS, the City owns the property known as the St. George Opera House that was the subject of the Lease Agreement, located at 212 N. Main Street, St. George, Utah, and the Parties desire to amend it to add use by SGMT of portions of the Social Hall also located at the same address, and as more fully described in Exhibit A, and newly defined herein as the "Premises;"

WHEREAS, SGMT desires to use the Premises for musical theater rehearsals and performances;

WHEREAS, City desires to lease the Premises to SGMT to assist it in providing its musical, theatrical, and artistic opportunities in accordance with the terms of the Lease Agreement and this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth herein, SGMT and City hereby agree to amend the original paragraphs in the Lease Agreement to read as follows:

#### **AMENDED PARAGRAPHS**

- 1. <u>Recitals.</u> The foregoing recitals are incorporated herein by reference.
- 5. <u>City Uses.</u> City reserves the right to access the Premises in accordance with the Lease Agreement and this Amendment. During the term of the lease, SGMT shall retain full control of the technician's office in the Opera House, and may use the phones and other equipment stored therein. City shall retain full control of the north side of the Social Hall, including the kitchen, food preparation facilities, soda fountain, electrical room, mechanical room, storage room, and adjacent office of the Social Hall, see Exhibit B, attached hereto and incorporated herein. City shall retain full control of the stairway to the second floor and the second

floor mezzanine of the Social Hall. The areas reserved to the City are not part of the leased Premises. Exhibit B is incorporated herein, and is a diagram depicting the areas reserved to the City, and the areas leased to SGMT, in the Social Hall. City also reserves the right to access the Premises for general uses and purposes, including but not limited to: "St. George Live" performances and tours: City tours of the historic Opera House building; and student educational activities. SGMT will use the Social Hall for theater production rehearsals. City will use or lease the Social Hall for public or private events and activities ("City Scheduled" Event"). City will give SGMT fourteen (14) days' notice of each City Scheduled Event. The notice will specify the hours of the City Scheduled Event, and some will be all-day events to accommodate set up and take down. SGMT actual performance dates advertised to the paying public, if on the quarterly theater production schedule, shall have priority in the Opera House. City Scheduled Events shall have priority in the Social Hall. In the event of scheduling conflicts. City and SGMT will work together to resolve the conflict in a manner acceptable to both parties.

- 6. <u>City Personal Property, Equipment, and Fixtures</u>. City has and will select, in its sole discretion, and provide or purchase, in its sole expense, the following items, which items will remain the property of the City. The items must remain on the Premises, and SGMT will not have any claim or interest in the items, except the right to use the items during the term of the Lease Agreement or this Amendment:
  - a. Risers in the Opera House;
  - b. Sound system (excluding microphones) in the Opera House;
  - c. Lighting system in the Opera House; and
  - d. Four tables and twenty folding chairs in the Social Hall.

#### 9. Utilities.

- a. <u>During the Initial Three Year Lease Term</u>. Commencing with the date of execution of the Agreement, and continuing until June 1, 2017, City shall pay and provide electric, water, garbage, and natural gas utility services for SGMT operations.
- b. After the Initial Three Year Lease Term. Beginning June 1, 2017, SGMT shall be responsible to pay for electric, water, garbage, and natural gas utility services in an amount of the actual costs of the services. The exact amount of the services will be set by further written agreement of the parties

- prior to any automatic renewals under paragraph 7(b) of the Lease Agreement and this Amendment.
- c. All Other Utility Services. Commencing with the date of execution of the Agreement and this Amendment, and for its duration, SGMT shall be responsible to pay for all other utility services including, but not limited to, telephone, and internet.
- 10. <u>Subleasing Prohibited.</u> SGMT shall not sublease all or part of the Premises to any person or entity, including the Opera House or the Social Hall.
- 11. Management and Operation of the SGMT. SGMT shall manage and operate their musical, theatrical, and artistic nonprofit business in a manner consistent with the governing instruments of SGMT as a charitable nonprofit 501(c)(3) organization, and in accordance with the terms of the Lease Agreement and this Amendment. No use of the Premises shall jeopardize the property tax exempt status of the Opera House, the Social Hall, or the City.
- 15. Alterations, Additions, Improvements, and Construction. All alterations, additions, improvements, and construction on the Premises shall be subject to prior written approval of City. Any requests shall be in writing, and shall detail the type of alteration, addition, improvement or construction change being done, including, but not limited to, a narrative and detailed plans. City has the right, in its sole and absolute discretion, to reject any request. SGMT shall not make any alteration, addition, improvement, or construction change to the Premises that would decrease the value or negatively impact the historic quality of the Opera House, Social Hall, or the Premises.
- 16. Restrictions and Prohibitions.

c. <u>Production Set Construction</u>. The exterior of the Premises shall not be used to construct or store production sets, building materials, equipment, or other items of SGMT at any time. All set production must occur indoors in the Opera House only, or at a different location unrelated to the Premises. All set production will be done with due care to protect the Opera House from damage. The interior of the Social Hall shall not be used to construct or store production sets, building materials, equipment, or other items of SGMT. <u>No storage, set production, or construction of any type shail occur outside the Premises or in the Social Hall at any time.</u>

3

### 18. Repairs, Maintenance, and Cleaning.

- a. City shall perform the following repairs and maintenance of the Premises:
  - i. Replacement of all broken glass;
  - ii. Maintenance of all air conditioning and heating units, including regular service, and filter replacement; and
  - iii. Repair doors, floors, light fixtures, plumbing fixtures, interior walls, exterior walls, roof, ceiling, sidewalks, parking lot, and exterior landscaping.
  - iv. City shall clean and stock the Social Hall, and bill SGMT quarterly for all actual costs for the services and supplies related to SGMT's daily usage of the Social Hall Premises. SGMT shall pay the costs within fifteen (15) days of the City invoicing SGMT.
  - v. Nothing in the Lease Agreement or this Amendment shall restrict the City from performing periodic inspections, cleaning, stocking, and maintenance of the Premises, at any time, with or without notice to SGMT.
- b. SGMT shall perform the following repairs and maintenance of the Premises:
  - Light fixtures and equipment which are added specifically to enhance SGMT's use of the Premises, including replacement of light bulbs;
  - ii. Daily cleaning and trash removal for the entire Opera House, and any additional cleaning required as a result of SGMT's use.. Prior to a City or private event at the Premises, City shall enter and inspect the Premises, and perform cleaning, stocking, and maintenance services which the City determines, in its absolute and sole discretion, are necessary. SGMT shall reimburse City for all actual costs incurred by City to restore the Premises to City standards, within fifteen (15) days of City invoicing SGMT;
  - iii. Pay for any emergency calls for service related to plumbing, broken glass, or other maintenance obligations assigned to City or SGMT under the Lease Agreement or this Amendment; and
  - iv. Pay for any repairs or damage to the Premises caused by the negligent or intentional acts of SGMT and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, volunteers, or others.
- c. In the event SGMT fails to perform its duties for repair, maintenance, and cleaning, or timely payment of the costs billed to it for the same, City has the right to terminate the Lease Agreement and this Amendment. City also may enter the Premises and perform any repairs, maintenance, or cleaning which City determines, in its absolute and sole discretion, are necessary. If City chooses to perform the services, and such services are due to SGMT not fulfilling its obligation as set forth in 18(b), then SGMT shall reimburse City for all actual costs incurred by City, within fifteen (15) days of City invoicing SGMT for the services.

### 21. Insurance.

- a. <u>Building Insurance</u>. City shall maintain insurance on the buildings described as the St. George Opera House, and the Social Hall, located at 212 N. Main Street, St. George, Utah, on which the Premises are located in the Lease Agreement and this Amendment.
- b. <u>SGMT's Duty to Insure</u>. City does not carry or maintain any health, medical, disability, general liability, or personal property insurance coverage for SGMT, and City expressly disclaims any responsibility to have such insurance. SGMT shall carry and maintain upon execution of the Lease Agreement and this Amendment worker's compensation insurance (if required by law), and general liability insurance as set forth in this section.
  - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence, in an amount not less than Three-million Dollars (\$3,000,000). And, comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence, in an amount not less than Three-million Dollars (\$3,000,000); and
  - Worker's compensation insurance as required by the Labor Code for all its employees working at the Premises during the lease term.
     Coverage must be provided by a company authorized by the State of Utah to provide worker's compensation insurance.
- c. <u>Insurance Certificates</u>. SGMT shall provide to City a copy of new insurance certificates, on or before August 29, 2016, acceptable to City, issued on all policies required under the Lease Agreement and this Amendment, signed by an authorized representative of the insurance company. All insurance certificates shall provide as follows:
  - i. The name and address of the insured.
  - ii. City shall be named as a Certificate Holder. On the worker's compensation policy, the certificate shall provide a waiver of subrogation by carrier to Certificate Holder.
  - iii. City shall be named as an additional insured on the General Liability Certificate with City listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

- vii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by City.
- viii. Name, address, and telephone number of the insurance company's agent of process in Utah.
- ix. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- 25. <u>Notification</u>. All notices required or permitted under The Lease Agreement or this Amendment shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

City of St. George 175 East 200 North St. George, Utah 84770 Attention: City Manager St. George Musical Theater P. O. Box 911629 St. George, Utah 84790 Attention: Board President

- 31. Integration. The Lease Agreement and this Amendment contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between City and SGMT, and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Premises, the Lease Agreement, and this Amendment.
- 32. Severability. If any part or provision of the Lease Agreement or this Amendment shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of the Lease Agreement or this Amendment shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 33. <u>Survival.</u> It is expressly agreed that the terms, covenants, and conditions of the Lease Agreement and this Amendment shall survive any legal act or conveyance required thereunder. Further, all terms of the original Lease Agreement and this Amendment are deemed to apply to the newly defined Premises, and not just the Opera House.
- 34. <u>Headings.</u> The section and other headings in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of the Lease Agreement or this Amendment.

- **35.** Counterparts. The Lease Agreement and this Amendment may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- **36.** <u>Authorization.</u> The parties executing the Lease Agreement and this Amendment hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that the Lease Agreement and this Amendment constitute a valid and binding agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

ST GEORGE MUSICAL THEATER

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor	Executive Director: Bruce R. Bennett	
ATTEST:		
Christina Fernandez, City Recorder		
Approved as to form:		
Shawn M. Guzman, City Attorney		

#### **EXHIBIT A**

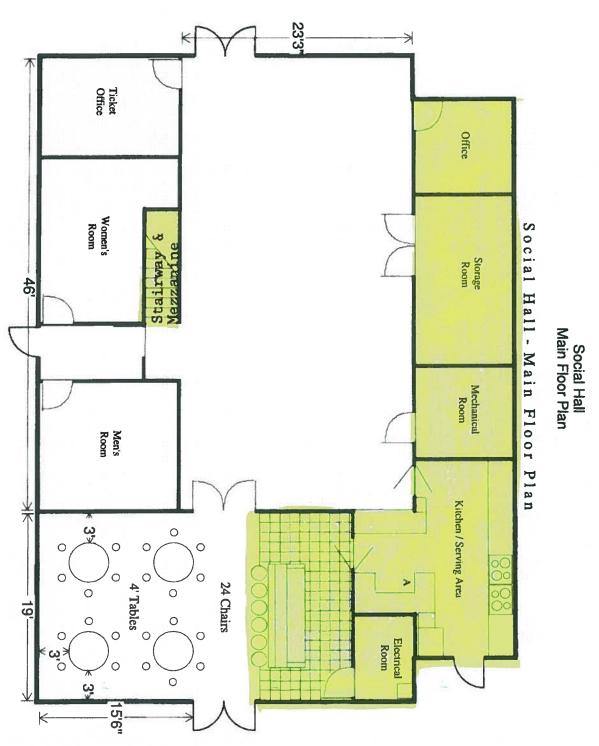
PREMISES (portions of Parcel No. SG-1618):

The Premises are defined as the St. George Opera House located at 212 N. Main Street, St. George, Utah, commonly called the Opera House, and portions of the Social Hall at the same location, and as described herein and on Exhibit B:

Including the ticket booth;

Excepting the kitchen, food preparation facilities, soda fountain, electrical room, mechanical room, storage room, and adjacent office of the Social Hall; Excepting the stairway to the second floor, and the second floor mezzanine, of the Social Hall; and Excepting the uses reserved to the City.

EXHIBIT B
(SGMT Lease Amendment)



YELLOW: Area Reserved to City

WHITE: Area of SGMT Leased Premises

# DRAFT

Agenda Item Number : 6H

## **Request For Council Action**

**Date Submitted** 2016-08-12 16:19:14

Applicant Marlon Stratton

Quick Title DEA Lease MOU

Subject This is for the review and approval of a MOU between the D.E.A. and

the City of St. George for the lease of office space.

**Discussion** The D.E.A. rents office space from the City of St. George and has

agreed to quarterly payments for the facilities. This is the memorandum of understanding that facilitates the rental.

Cost \$0.00

City Manager Recommendation

**Action Taken** 

Requested by Scott Staley

File Attachments MOU Drug Enforcement Administration.pdf

Approved by Legal Department?

Approved in Budget? A

Amount:

**Additional Comments** 

Attachments MOU Drug Enforcement Administration.pdf



U. S. Department of Justice

Drug Enforcement Administration

Denver Field Division
Office of the Special Agent in Charge
12154 East Easter Avenue
Centennial, Colorado 80112

www.dea.gov

JUL 2 7 2016

City Manager Gary Esplin City of St. George 175 E 200 N St. George, Utah 84770

Dear City Manager Esplin:

Enclosed please find the Memorandum of Understanding (MOU) for Drug Enforcement Administration, Denver Field Division's (DFD) contribution to the operational/office expenses incurred by the City of St. George. These expenses are for the DFD personnel we have assigned to the St. George Post of Duty who are co-located with the Washington County Drug Task Force.

If you are in agreement with this MOU, please sign and return it to my office by August 30, 2016. DEA requires signatures on this MOU before payments can be made. Upon my signature, a copy will be returned to your office. Please be advised your System Award Management (SAM) must be current in order for invoices to be processed for payment.

Should you have any questions or comments, please have your staff contact Program Information Specialist Brandy Payne at 720-895-4123.

Barbra M. Roach

Special Agent in Charge

Enclosure

Memorandum of Understanding

#### MEMORANDUM OF UNDERSTANDING

Between
City of St. George, Utah
And

# Drug Enforcement Administration Denver Field Division

This Memorandum of Understanding acknowledges the judiciousness of conducting joint law enforcement operations when such activities are mutually beneficial to the agencies concerned and contribute to the achievement of agency goals and objectives. The provisions of this agreement are in harmony with the federal law and governmental policy.

This agreement is entered into pursuant to the authority of Section 873 of Title 21 of the United States Code (21 U.S.C. § 873). This statutory provision authorizes the Attorney General of the United States to enter into agreements with state, tribal, and local law enforcement agencies to provide for cooperative enforcement and regulatory activities. The Attorney General has redelegated this authority to the DEA Administrator and his/her subordinate management officials. (Subpart "R" of Title 28 of the Code of Federal Regulations, 28 C.F.R. § 0.100 et seq.).

The specific provisions of this agreement are as follows:

- 1. The <u>City of St. George</u> will provide materials and resources as may be required by the operations of the DEA St. George Post of Duty in St. George, Utah, including for example office space, electricity, and other utilities.
- 2. The DEA will be permitted to use a share of these resources, to include office space and utilities as well as other administrative and supporting services that may be available.
- 3. Beginning October 1, 2016, and continuing to September 30, 2017, the DEA will provide the amount of \$1,644 per quarter to the City of St. George for the use of assigned spaces, services, and materials associated with the presence of DEA personnel assigned to the St. George Post of Duty. The total estimated cost for a 12-month period is \$6,576.
- 4. The <u>City of St. George</u> will send an invoice to:

DEA Attn: Fiscal Department 12154 East Easter Avenue Centennial, CO 80112

or send an electronic invoice to <u>invoice.denver@usdoj.gov</u>, on an annual basis in order to receive reimbursement.

- 5. Either party may terminate this agreement with 30 days written notice to the other party. Notice may be delivered by electronic transmission, hand delivery, or mail.
- 6. Should operations extend beyond <u>September 30, 2017</u>, a new agreement will be made pending the availability of funds.

DEA shall indemnify, defend, and hold harmless the <u>City of St. George</u>, its elected officials, officers, employees, agents, and representatives against any and all claims, suits, causes of action, judgments, demands, losses, costs, expenses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of the negligent acts, wrongful acts, or errors or omissions of its officers, employees, agents, or representatives arising out of the housing of DEA personnel on <u>City of St. George</u> property under provisions of this MOU to the extent not inconsistent with Federal law.

For the Drug Enforcement Administration:	
Barbra M. Roach	Date:
Special Agent in Charge	
For the City of St. George:	
V 77 1011	Data
Jonathan T. Pike Mayor City of St. George	Date